CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 16 Hartley Crescent, Greenvale VIC 3059

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the:

* Particulars of sale; and
* Special conditions, if any; and
* General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER …… on …..../…..... /20…...

Print name of person signing: ……

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") ……..

This offer will lapse unless accepted within [ ] clear business days (3 business days if none specified).

SIGNED BY THE VENDOR…… on …..../…..... /20……

Print name of person signing……..……

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") ……..

The **DAY OF SALE** is the date by which both parties have signed this contract.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period Section 31
Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that your sign the contract if none of the exceptions listed below applies to you.
You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.
You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS The 3-day cooling-off period does not apply if:

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Tel: Fax: Ref: Email:

VENDOR **Shuchi Sabharwal and Prateek Verma**

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Paramount Conveyancing
of Greenvale Shopping Centre, Shop G22, 1 Greenvale Drive, Greenvale VIC 3059

Tel: (03) 9333 6510 Fax: (03) 9333 6520 Ref: NT:23/6428 Email: natasha@paramountconveyancing.com.au

PURCHASER

Address:

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 3 & 9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 9701 Folio 214	39	202867W

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
16 Hartley Crescent, Greenvale VIC 3059

GOODS SOLD WITH THE LAND
(general condition 2.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

PAYMENT (general condition 11)

Price

Deposit _____ by (of which $ has been paid)

Balance _____ payable at settlement

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or **'going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

SETTLEMENT (general condition 10)

Is due on

Unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 1.1.

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

LOAN (general condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount:

Approval date:

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words **'special conditions'** appear in this box: SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

Special Conditions

Special condition 1 – Foreign resident capital gains withholding

*This special condition applies to contracts entered into on or after 1 July 2016.

1.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.

1.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

1.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of $2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

1.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

1.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and

(b) ensure that the representative does so.

1.6 Thethe representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance with, this special condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

1.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:

(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

1.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

1.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

1.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 2 – Electronic Conveyancing **EC**

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law.*

2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.

2.3 Each party must:
(a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law,*
(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law,* and
(c) conduct the transaction in accordance with the *Electronic Conveyancing National Law.*

2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

2.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

2.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

2.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. **Special Condition 3 - Planning Schemes**

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

4. **Special Condition 4 - No representations**

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

5. **Special Condition 5 - Dwelling**

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

6. **Special Condition 6 - Auction**

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

7. Special Condition 7 - Guarantee

If a company purchases the property:

(a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

(b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

8. Special Condition 8 - GST withholding

8.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

8.2 This special condition 6A applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 6B is to be taken as relieving the vendor from compliance with section 14-255.

8.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

8.4 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and

(b) ensure that the representative does so.

8.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
(c) otherwise comply, or ensure compliance, with this special condition;
despite:
(d) any contrary instructions, other than from both the purchaser and the vendor; and
(e) any other provision in this contract to the contrary.

8.6 The representative is taken to have complied with the requirements of special condition 6A.5 if:
(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if*:*
so agreed by the vendor in writing; and
the settlement is not conducted through an electronic settlement system described in special condition 6A.6.
However, if the purchaser gives the bank cheque in accordance with this special condition 6A.7, the vendor must:
(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

8.9 A party must provide the other party with such information as the other party requires to:
(a) decide if an amount is required to be paid or the quantum of it, or
(b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

8.10 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 6A.10 ; or
(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth).*The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

8.12 This special condition will not merge on settlement.

9. Delayed Settlement

In the event of default, purchaser must pay to the vendor:
(a) All costs incurred by the Vendor in obtaining bridging finance to complete the Vendor's purchaser of another property and interest charged on such bridging finance.
(b) Accommodation expenses necessarily incurred by the Vendor
(c) Additional costs and expenses incurred by the Vendor as between the Vendor and the Vendor's representative.
(d) Any costs, expenses and penalties, incurred by the Vendor to the third party through any delay in completion of Vendor's Purchaser.
(e) Settlement rescheduling fee of $220.00 inclusive of GST per each request is payable to the Vendor's representative plus any such fees levied by the Vendor's mortgagee and third parties.

10. Condition of Property

The property and any chattels are sold：
a) In their present conditions and state of repair;
b) Subject to all defects latent and patent;
c) Subject to any infestations and dilapidation;
d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
10.1 The purchaser agree not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
10.2 No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

11. COVID-19 (Coronavirus disease)

The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self isolation, as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

1. For the benefit of both parties to this transaction, should either party:
   (a) Contract the Covid-19 virus;
   (b) Be placed in quarantine or isolation in the property;
   (c) Be directed to quarantine or self-isolate in the property; or
   (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above –

   Then the parties agree that the following provisions shall apply:
   (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
   (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
   (iii) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.
   (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
   (v) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

12. Adjustments

The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15 if requested by the vendor. The adjustments must be provided to the vendors representative at least 7 days prior to settlement. Failing to do so will incur a fee payable at settlement by the purchaser in the amount of $110.00 to the vendors representative.

13. Swimming Pool/Smoke Alarms

In the event that an unfenced swimming pool, spa or other body of water is on the property that is required to be fenced or otherwise protected, the purchaser will be required at his/her expense to comply with the provisions of the Building Act 1993 and the Building Regulations 2006 and in particular Part 7 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water. Further, the purchaser should note that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with the Building regulations 2006 within 30 days after completion of any Contract of Sale. The purchaser acknowledges that any price negotiated or any winning bid at auction is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water and installing any smoke alarms.

14. Office Closure

The Vendor's conveyancer's office will be closing for the 2023/2024 Christmas Period.
Should the due date for settlement as stipulated in the Particulars of Sale fall between 22 December 2023 and 5 January 2024 (inclusive), this Special Condition shall prevail and have the effect of altering the due date for settlement to read 8 January 2024.
Neither party shall have any recourse against the other or shall be entitled to make any claim, requisition or request for compensation should the due date for settlement be required to be changed to 8 January 2024.
Furthermore, should the due date for any special conditions, including but not limited to purchaser's loan approval, building and pest inspections and/or representative review of the contract (or any extensions thereto), fall between 22 December 2023 and 5 January 2024 (inclusive), this Special Condition shall prevail and have the effect of altering the due date for such condition to read 8 January 2024. Neither party shall have any recourse against the other or shall be entitled to make any claim, requisition or request for compensation should the due date for conditions/approvals be required to be changed to 8 January 2024.

15. Windfall Gains Tax

The purchaser shall be responsible for any notice, demand or levy imposing any liability on the property without limitation and including but not limited to any liability for the payment of any Windfall Gains Tax or imposition that does not specifically relate to periodic outgoings made on or after the day of sale.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.

2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

2.7 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

3. Identity of the land

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the

knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6. the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —

(a) that –

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)** , not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendors possession relating to the property if requested in writing to do so at least 21 days before settlement.

9. General law land

9.1 This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3)of the **Banking Act 1959 (Cth)** is in force.

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract s of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
(a) the parties agree that this contract is for the supply of a going concern; and
(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:
(a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
(b) 'GST' includes penalties and interest.

14. Loan

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
(a) immediately applied for the loan; and
(b) did everything reasonably required to obtain approval of the loan; and
(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
(d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
(b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
(c) the vendor is taken to own the land as a resident Australian beneficial owner; and
(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

17.1 Any document sent by
(a) post is taken to have been served on the next business day after posting, unless proved otherwise;
(b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000.**

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
(a) personally; or
(b) by pre-paid post; or
(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. Liability of signatory

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of default by a proprietary limited company purchaser.

20. Guarantee

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

21. Notices

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Inspection

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

23. Terms contract

23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

A party who breaches this contract must pay to the other party on demand:

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983** is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of notice being given

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
(b) all those amounts are a charge on the land until payment; and
(c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:
(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
(b) the vendor is entitled to possession of the property; and
(c) in addition to any other remedy, the vendor may within one year of the contract ending either:
(i) retain the property and sue for damages for breach of contract; or
(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

I/We, of

And of

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor selling to the within-names Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor and their assigns that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or any other moneys payable by the Purchaser(s) to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser(s) I/we will forthwith on demand by the Vendor pay to the Vendor the whole of the deposit money, residue or purchase money, interest or other moneys which shall then be due and payable to the Vendor and hereby indemnify and agree to keep the Vendor indemnified against all loss of deposit money, residue or purchase money, interest and other moneys payable under the within Contract and all losses, costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser(s). This Guarantee is a continuing Guarantee and Indemnity and shall not be released by:-

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within contract;
(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
(c) by time given to the Purchaser(s) for any such payment performance or observance;
(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us, our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals the day of

SIGNED SEALED AND DELIVERED by the said)
)
In the presence of) ----------

---------- witness

SIGNED SEALED AND DELIVERED by the said)
)
In the presence of) ----------

---------- witness

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Shuchi Sabharwal and Prateek Verma
Property:	16 Hartley Crescent, Greenvale VIC 3059

VENDORS REPRESENTATIVE
Paramount Conveyancing
Greenvale Shopping Centre, Shop G22, 1 Greenvale Drive, Greenvale VIC 3059
Tel: (03) 9333 6510
Fax: (03) 9333 6520
Email: sasha@paramountconveyancing.com.au

Ref: NT:23/6428

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Hume City Council	See attached.	Per annum
Yarra Valley Water	See attached.	Per annum
State Revenue Office	See attached.	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

Their total does not exceed $6,000.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

Land Tax may be applicable if land value exceeds $250,000.00 or a change of use occurs. A purchaser will remain liable for any adjusted increase in a new assessment after the 31 December 2022.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

See attached certificate.

32D NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Attached.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

(a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
(b) In any other case, a copy of -
(i) the last conveyance in the Chain of Title to the land; or
(ii) any other document which gives evidence of the Vendors title to the land.
(c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
(d) In the case of land that is subject to a subdivision -
(i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
(ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
(e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
(i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
(ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
(iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
(iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
(f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -

(i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
(ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

MATERIAL FACT DISCLOSURE:

The Vendor hereby discloses to the purchase of the following material facts with respect to the property:

(a) Not applicable

DATE OF THIS STATEMENT ____ / ____ /20 ____

Name of the Vendor

Shuchi Sabharwal and Prateek Verma

Signature/s of the Vendor

×

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT ____ / ____ /20 ____

Name of the Purchaser

Signature/s of the Purchaser

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 09701 FOLIO 214 Security no : 124108352263E
Produced 15/08/2023 12:57 PM

LAND DESCRIPTION

Lot 39 on Plan of Subdivision 202867W.
PARENT TITLE Volume 09596 Folio 024
Created by instrument LP202867W 19/09/1986

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
SHUCHI SABHARWAL
PRATEEK VERMA both of 135 CITY ROAD SOUTHBANK VIC 3006
AM549457P 10/02/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT623673K 21/09/2020
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP202867W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

----------END OF REGISTER SEARCH STATEMENT----------

Additional information: (not part of the Register Search Statement)

Street Address: 16 HARTLEY CRESCENT GREENVALE VIC 3059

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 21/09/2020

DOCUMENT END

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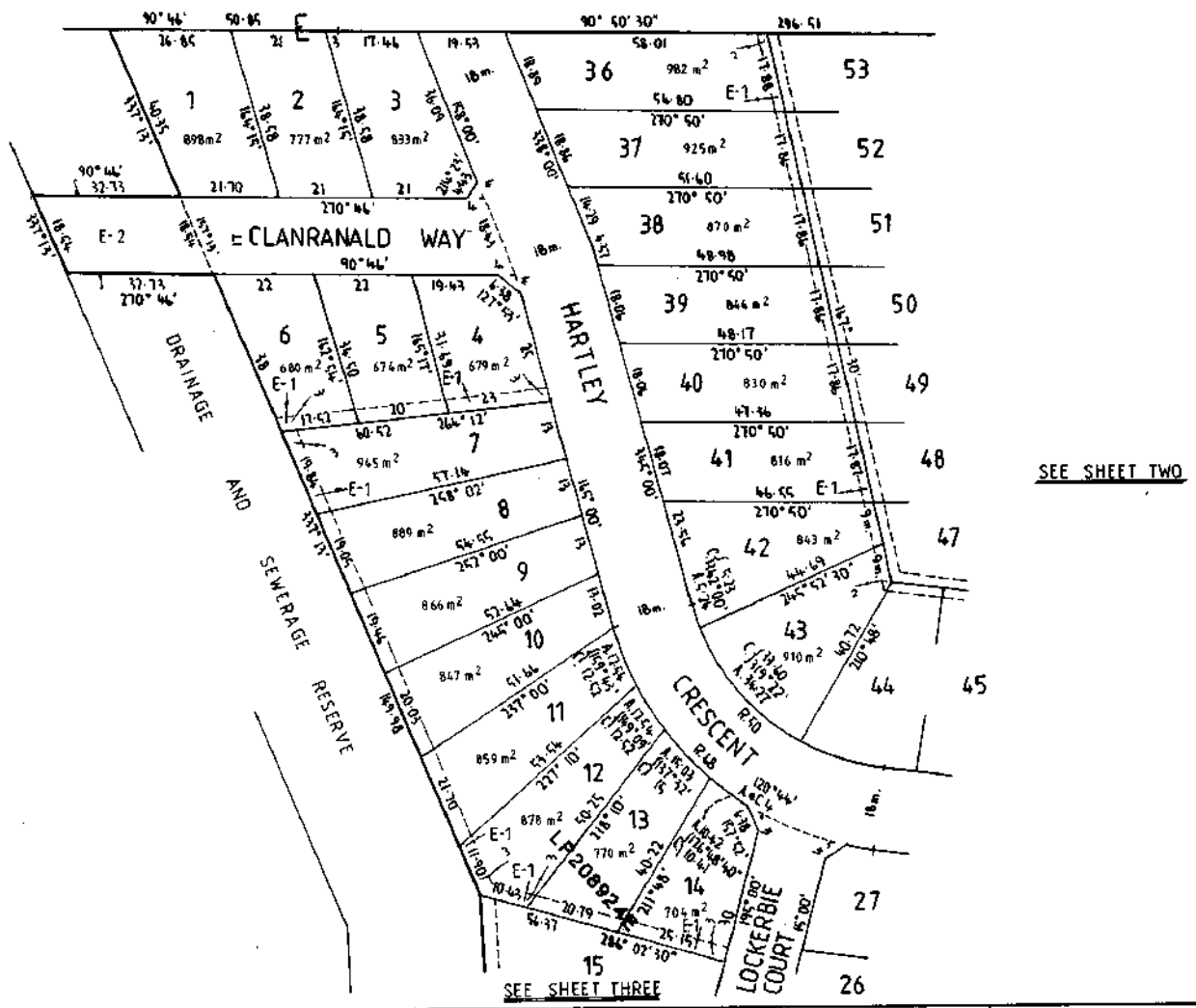
Imaged Document Cover Sheet

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Document Type	**Plan**
Document Identification	**LP202867W**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**15/08/2023 13:01**

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LP202867W
EDITION 2

~~PARISH/TOWNSHIP~~/CHART 15

NOTATIONS

LAND SUBJECT TO EASEMENT

E-3 DRAINAGE AND SEWERAGE. VIDE C/E J 513724.
E-2 & E-3 DRAINAGE AND SEWERAGE. VIDE C/E J 744179.

LAND APPROPRIATED OR SET APART

E-1 DRAINAGE AND SEWERAGE

ROADS SHOWN WITHIN THICK LINES FOR WAY, DRAINAGE, SEWERAGE AND SUPPLY OF WATER, GAS, ELECTRICITY AND TELEPHONE.

TO BE COMPLETED WHERE APPLICABLE
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NOS:
IN PROCLAIMED SURVEY AREA NO. 74

THE LAND TO BE SUBDIVIDED IS SHOWN ENCLOSED BY THICK LINES
TITLE REF: Vol. 9596 Fol. 024
LAST PLAN REF: LP 202866Y (LOT 1)

CERTIFICATION BY SURVEYOR

CERTIFICATE OF MUNICIPAL CLERK

MUNICIPALITY COUNCIL REF.

OFFICE USE ONLY

LIST OF MODIFICATIONS

LAND	MODIFICATION	DEALING No:	A R T	NEW EDN.
LOT 90	SUBDIVISION	PS 348557		2

PLAN OF SUBDIVISION

COUNTY BOURKE
PARISH YUROKE
CROWN PORTION E (PART)
SECTION 3

NUMBER OF SHEETS IN PLAN : 3
NUMBER OF THIS SHEET : 1

SCALE 0 10 20 30 40 LENGTHS ARE IN METRES

ORIGINAL SCALE 1:800 SHEET SIZE A2

AMENDMENTS

202867W

PLAN APPROVED AT ON 19.9.86

(ASSISTANT) REGISTRAR OF TITLES

OFFICE USE ONLY

LP 202867W

VICTORIA

NEIL A. WEBSTER AND ASSOCIATES
7 KENT-HUGHES ROAD ELTHAM 3095
439 4222

SURVEYORS REF. 960A 'New Horizons' Stage 2

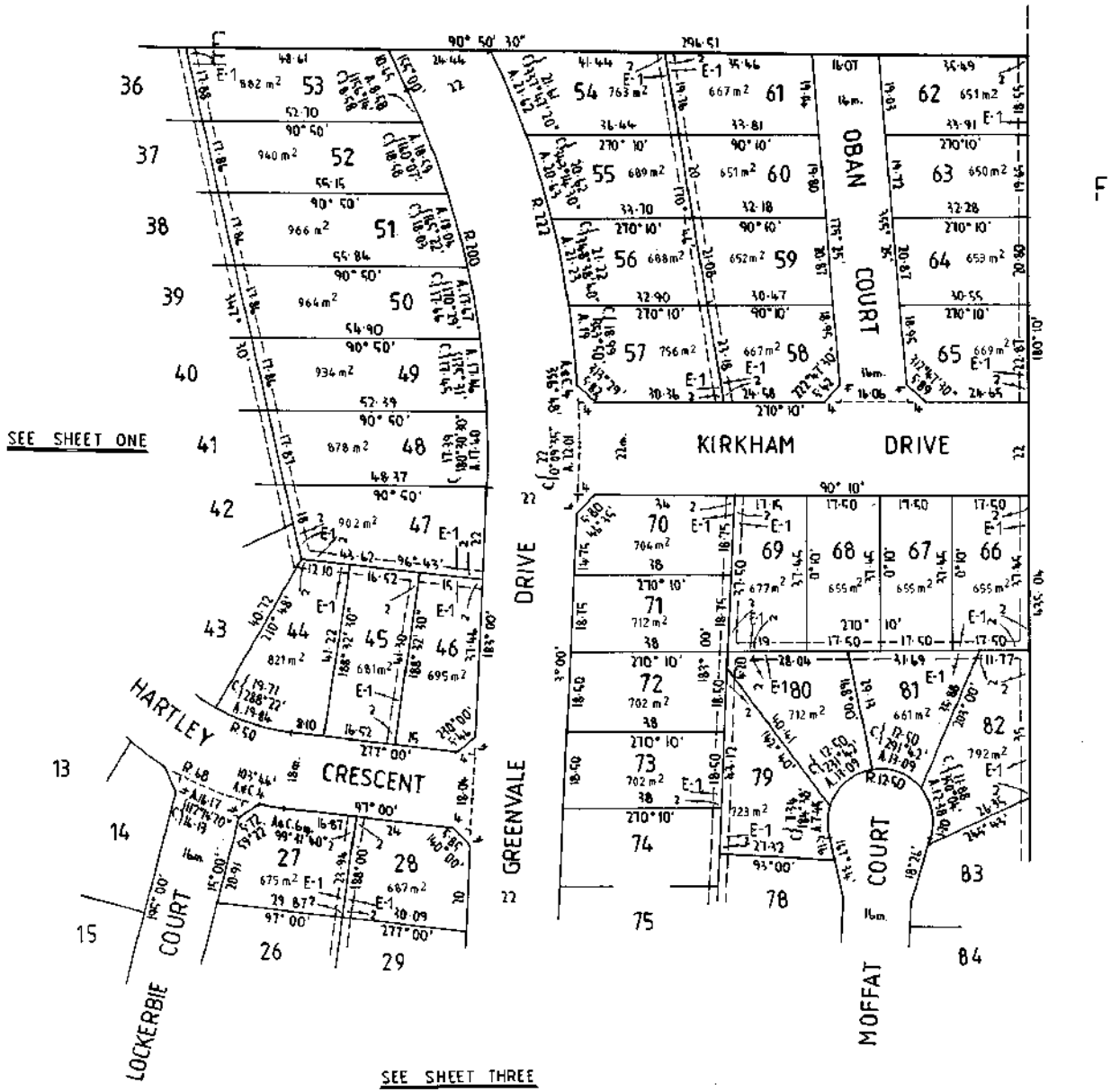
ONLY CERTIFICATE A OR CERTIFICATE B TO BE COMPLETED
* DELETE WORDS NOT APPLICABLE

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LP202867 W



PLAN OF SUBDIVISION

COUNTY BOURKE

PARISH YUROKE

CROWN PORTION E (PART)

SECTION 3

NUMBER OF SHEETS IN PLAN : 3

NUMBER OF THIS SHEET : 2

SCALE 0 10 20 30 40 LENGTHS ARE IN METRES

ORIGINAL SCALE 1:800 SHEET SIZE A2

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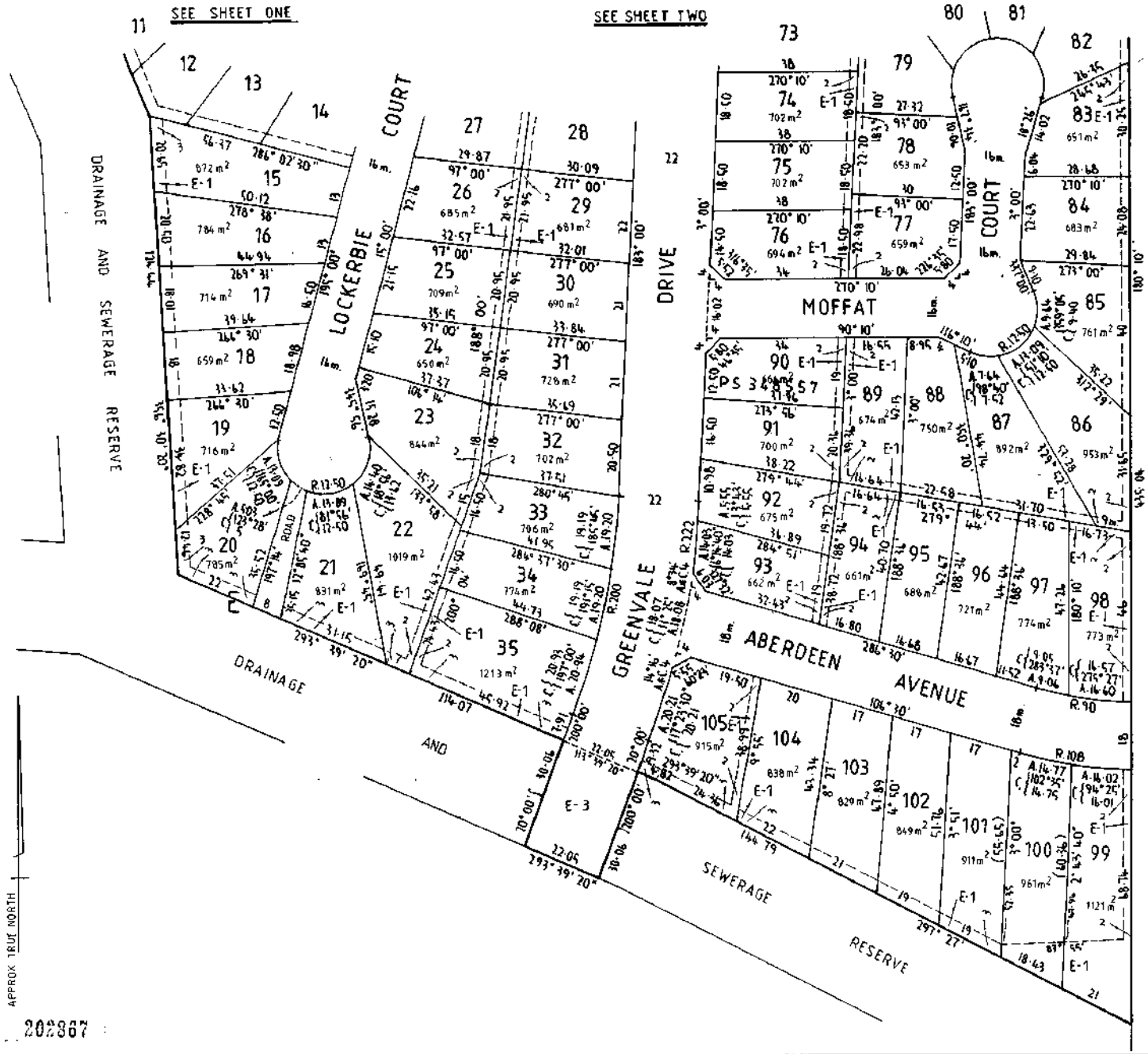
LP202867 W

VICTORIA

SURVEYORS REF	SIGNATURE OF SURVEYOR	SIGNATURE OF MUNICIPAL CLERK	OFFICE USE ONLY
1960A 'New Horizons' Stage 12			

NEIL A WEBSTER AND ASSOCIATES
7 KENT-HUGHES ROAD ELTHAM 3095
439 4222

CONTINUATION SHEET



OFFICE USE ONLY

LP.202867 W

PLAN OF SUBDIVISION

COUNTY BOURKE

PARISH YUROKE

CROWN PORTION E (PART)

SECTION 3

NUMBER OF SHEETS IN PLAN : 3

NUMBER OF THIS SHEET : 3

SCALE 0 10 20 30 40 LENGTHS ARE IN METRES

ORIGINAL SCALE 1:800 SHEET SIZE A2

OFFICE USE ONLY

LP.202867 W

VICTORIA

NEIL A WEBSTER AND ASSOCIATES 7 KENT-HUGHES ROAD ELTHAM 3095 439 4222	SURVEYORS REF. 1960A 'New Horizons' Stage 12	SIGNATURE OF SURVEYOR	SIGNATURE OF MUNICIPAL CLERK	OFFICE USE ONLY

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

CONTINUATION SHEET

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 15 August 2023 01:01 PM

PROPERTY DETAILS

Address:	**16 HARTLEY CRESCENT GREENVALE 3059**
Lot and Plan Number:	**Lot 39 LP202867**
Standard Parcel Identifier (SPI):	**39\LP202867**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**301890**
Planning Scheme:	**Hume** Planning Scheme - Hume
Directory Reference:	**Melway 179 C10**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**JEMENA**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**GREENVALE**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential **PUZ1 - Public Use-Service and Utility** **Water course**

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

No planning overlay found

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Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Further Planning Information

Planning scheme data last updated on 10 August 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.
This report provides information about the zone and overlay provisions that apply to the selected land.
Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting https://www.planning.vic.gov.au

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit https://mapshare.maps.vic.gov.au/vicplan

For other information about planning in Victoria visit https://www.planning.vic.gov.au

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at https://mapshare.vic.gov.au/vicplan/ or at the relevant local council.

Create a BPA definition plan in VicPlan to measure the BPA.

Information for lot owners building in the BPA is available at https://www.planning.vic.gov.au.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au. Copies of the Building Act and Building Regulations are available from http://www.legislation.vic.gov.au. For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see Native Vegetation (Clause 52.17) with local variations in Native Vegetation (Clause 52.17) Schedule

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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Property No : 301890
Certificate No : eLIC061093
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

HUME CITY COUNCIL

ABN 14 854 354 856

1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Rates Dept 03 9205 2688
Facsimile: 03 9309 0109
www.hume.vic.gov.au

Your Reference: 363490
Date of Issue: 15/08/2023

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

Property Description:	Lot 39 LP 202867 Vol 9701 Fol 214
Property Situated:	16 HARTLEY CRES GREENVALE VIC 3059

Site Value $530000	C.I.V. $1075000	N.A.V. $53750

The level of valuation is 1/01/2023 and the Date the Valuation was adopted for Rating Purposes is 1/07/2023

RATES AND CHARGES FROM	01/07/2023	TO	30/06/2024
	RATE LEVIED ON C.I.V.		BALANCES OUTSTANDING
General Rate	$2,487.80		$2,487.80
Land Use Rebate	$0.00		$0.00
Optional Waste Charges	$93.00		$93.00
Fire Service Property Levy	$174.40		$174.40
Special Charge / Rate	$0.00		$0.00
Waste Rates and Charges	$496.09		$496.09
Arrears as at 30/06/2023			$0.00
Interest / Legal Costs			
TOTAL RATES AND CHARGES	$3,251.29		$3,251.29

****PLEASE NOTE :**	**Rates for 2023/2024 are payable by four instalments on the following dates 30/09/2023, 30/11/2023, 29/02/2024 & 31/05/2024**

OTHER CHARGES				
Account Number / Description	**Principal**	**Interest**	**Interest To**	**Balance**
			TOTAL OTHER CHARGES:	

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS

TOTAL OUTSTANDING AT ISSUE DATE : $3,251.29

All overdue rates and charges must be paid at settlement..

Property No : 301890
Certificate No : eLIC061093
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

Property Situated:	16 HARTLEY CRES GREENVALE VIC 3059

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate.

- It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED $28.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.

Delegated Officer
15/08/2023

Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council.
All notices of acquisition can be sent directly to rates@hume.vic.gov.au

PEXA BPAY BILLER CODE HAS CHANGED

Biller Code: 357947
Ref: 9118647

If settling outstanding amounts via BPay please send advice to rates@hume.vic.gov.au

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

15th August 2023

Paramount Conveyancing Practice Pty Ltd C/- Tricon
LANDATA

Dear Paramount Conveyancing Practice Pty Ltd C/- Tricon,

RE: Application for Water Information Statement

Property Address:	16 HARTLEY CRESCENT GREENVALE 3059
Applicant	Paramount Conveyancing Practice Pty Ltd C/- Tricon LANDATA
Information Statement	30787618
Conveyancing Account Number	7959580000
Your Reference	363490

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	16 HARTLEY CRESCENT GREENVALE 3059

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

YARRA VALLEY WATER
ABN 93 066 902 501

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Mitcham Victoria 3132

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E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Encumbrance

Property Address	16 HARTLEY CRESCENT GREENVALE 3059

STATEMENT UNDER SECTION 158 WATER ACT 1989

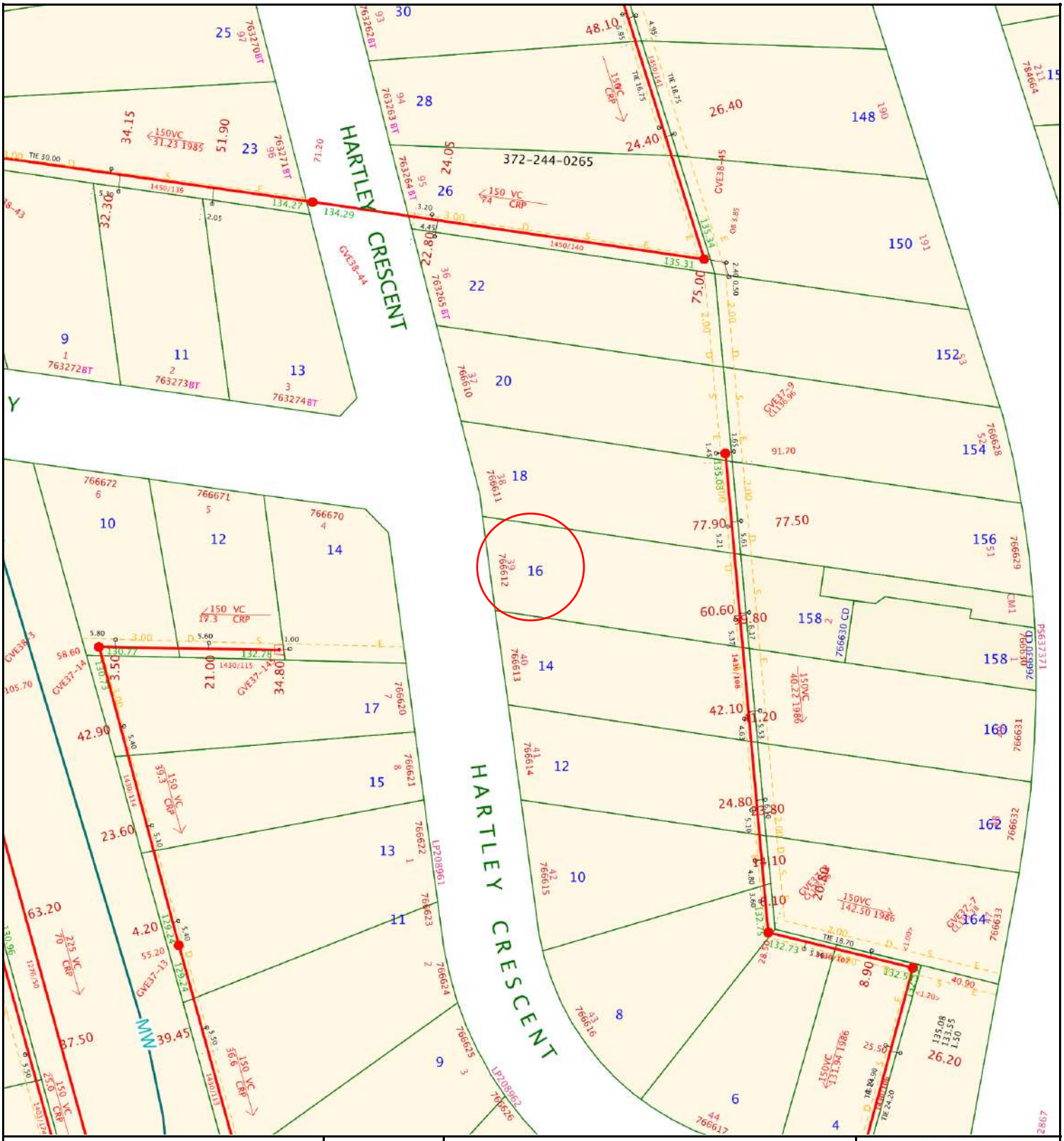
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water **Information Statement** **Number: 30787618**	**Address**	16 HARTLEY CRESCENT GREENVALE 3059	Yarra Valley Water ABN 93 066 902 501
	Date	15/08/2023	N
	Scale	1:1000	

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline		
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline		
Easement	Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway		
Abandoned Sewer	Sewer Branch				

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
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E enquiry@yvw.com.au
yvw.com.au

Paramount Conveyancing Practice Pty Ltd C/- Tricon
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8075845888
Rate Certificate No: 30787618

Date of Issue: 15/08/2023
Your Ref: 363490

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
16 HARTLEY CRES, GREENVALE VIC 3059	39\LP202867	1454046	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	$20.26	$20.26
Residential Water Usage Charge *Step 1 – 42.680000kL x $2.44510000 = $104.36* *Step 2 – 6.320000kL x $3.12530000 = $19.75* Estimated Average Daily Usage $1.28	02-03-2023 to 07-06-2023	$124.11	$0.00
Residential Sewer Service Charge	01-07-2023 to 30-09-2023	$115.72	$115.72
Residential Sewer Usage Charge *49.000000kL x 0.829769 = 40.658683 x 0.900000 = 36.592815 x $1.15400000 = $42.23* Estimated Average Daily Usage $0.44	02-03-2023 to 07-06-2023	$42.23	$0.00
Parks Fee *	01-07-2023 to 30-09-2023	$21.33	$21.33
Drainage Fee	01-07-2023 to 30-09-2023	$29.70	$29.70
Residential Water and Sewer Usage Charge **		$0.00	$0.00
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$187.01

Please note, from 1 July 2023:

* The Parks fee will be charged quarterly instead of annually.

** The Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges for properties that have both water and sewer service.

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1454046

Address: 16 HARTLEY CRES, GREENVALE VIC 3059

Water Information Statement Number: 30787618

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 80758458886

Amount Paid		Date Paid		Receipt Number	

Property Clearance Certificate

Land Tax

INFOTRACK / PARAMOUNT CONVEYANCING PRACTICE PTY LTD

Your Reference:	23/6428
Certificate No:	66560044
Issue Date:	15 AUG 2023
Enquiries:	ESYSPROD

Land Address: 16 HARTLEY CRESCENT GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19867364	39	202867	9701	214	$692.79

Vendor: PRATEEK VERMA & SHUCHI SABHARWAL

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR PRATEEK VERMA	2023	$509,000	$1,385.58	$0.00	$692.79

Comments: Land Tax of $1,385.58 has been assessed for 2023, an amount of $692.79 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$1,020,000
SITE VALUE:	$509,000
CURRENT LAND TAX CHARGE:	**$692.79**

Notes to Certificate - Land Tax

Certificate No: 66560044

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
   - Land tax that has been assessed but is not yet due,
   - Land tax for the current tax year that has not yet been assessed, and
   - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $793.00

Taxable Value = $509,000

Calculated as $375 plus ($509,000 - $300,000) multiplied by 0.200 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 66560044

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 66560044

Visa or Mastercard

Pay via our website or phone 13 21 61. A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / PARAMOUNT CONVEYANCING PRACTICE PTY LTD

Your Reference:	23/6428
Certificate No:	66560044
Issue Date:	15 AUG 2023

Land Address:	16 HARTLEY CRESCENT GREENVALE VIC 3059

Lot	Plan	Volume	Folio
39	202867	9701	214

Vendor:	PRATEEK VERMA & SHUCHI SABHARWAL
Purchaser:	FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		$0.00	$0.00	$0.00	$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 66560044

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
   - Windfall gains tax that is due and unpaid, including any penalty tax and interest
   - Windfall gains tax that is deferred, including any accrued deferral interest
   - Windfall gains tax that has been assessed but is not yet due
   - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
   - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 66560046

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 66560046

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Building Act 1993
Section 216D
Building Regulations 2018

1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

Postal Address:
PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Facsimile: 03 9309 0109
www.hume.vic.gov.au

Our Reference: BPSR000923
Your contact: Parambir Ahluwalia
Telephone: 03 9205 2200

5 March 2021

SHUCHI SABHARWAL
PRATEEK VERMA
16 HARTLEY CRES
GREENVALE VIC 3059

Dear Owner,

RE: CONFIRMATION OF REGISTRATION OF SWIMMING POOL OR SPA POOL

PROPERTY DETALS: 16 HARTLEY CRES GREENVALE VIC 3059
Lot 39 LP 202867 Vol 9701 Fol 214

Based upon information you have provided, pursuant to Part 9A of the *Building Regulations 2018* (**Regulations**) Hume City Council (**Council**) registered a Swimming Pool or Spa Pool at the above land on **6/07/2020**.

Please note that for the purpose of this letter and notice the term “Swimming Pool or Spa Pool” refers to a pool or spa for which registration is required under the Regulations.

The details of your Swimming Pool or Spa Pool in Council’s register of Swimming Pools and Spa Pools and notice of other matters required by the Regulations are set out below:

NOTICE OF SWIMMING POOL OR SPA POOL REGISTRATION AND OTHER MATTERS REGULATION 147R

The type of Swimming Pool or Spa Pool registered with Council:	**Permanent Swimming Pool**
The date that the Swimming Pool or Spa Pool was constructed for the purpose of Regulation 147T:	**25/05/1997**
Was the Swimming Pool or Spa Pool constructed prior to 8 April 1991	**No**
Is there any building work that has altered or resulted in changes to the safety barrier since the Swimming Pool or Spa Pool was constructed or erected:	**No**

Building Permit No. and issue date: (where known)	**BS 1280/970344/0 Date: 25/05/1997**
The applicable barrier standard for the registered Swimming Pool or Spa Pool is: *(Refer to table A)*	**Pool/Spa installed between 1/11/1994 & 31/07/1997**
Regulation 147R(5) applies as Council is satisfied that the registered Swimming Pool or registered Pool Spa was constructed before 1 November 2020 without a building permit in force and you must ensure that the first Certificate of Pool and Spa Barrier Compliance (Form 23) is lodged with Council by:	**N/A**
For the purposes of regulations 147L & 147M, the date by which the first certificate of pool and spa barrier compliance is required to be lodged with Hume City Council.	**1/11/2022**

Please note that subject to various matters in the *Building Act 1993* (**Act**) and Regulations, following the lodgement of the first Certificate of Pool and Spa Barrier Compliance the next Certificate of Pool and Spa Barrier Compliance must be lodged the sooner of:

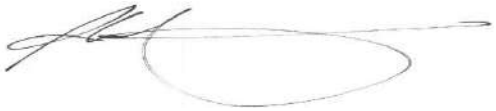
- four years after the previous Certificate of Pool and Spa Barrier Compliance; or
- within 14 days of the issue of a Certificate of Pool and Spa Barrier Compliance following building work altering a Swimming Pool or Pool Spa barrier for a registered Swimming Pool or Spa Pool.

If you have any queries regarding the requirements for registration of a Swimming Pool or Pool Spa or the lodgement of a Certificate of Pool and Spa Barrier Compliance you may contact the Victorian Building Authority (https://www.vba.vic.gov.au/consumers/swimming-pools) or a suitably registered private building practitioner.

If you do not agree with the information included in the Register as outlined above, please contact Building Control Services on telephone 03 9205 2200.

Should you dispute the date of construction of the swimming pool as determined by Council and the matter cannot be resolved with Council, you may appeal to the Building Appeals Board under s.144(2) of the Act within 30 days after you receive the determination by the Council. Information regarding appealing a determination is available on the Building Appeals Board website: at: https://www.buildingappeals.vic.gov.au/how-to-apply/appeal-applications.

Yours sincerely



PETER JOLLY
MUNICIPAL BUILDING SURVEYOR
HUME CITY COUNCIL

TABLE A

Date of swimming pool construction	Applicable barrier standard
Before 8 April 1991	Part 9A, Division 2 of the Building Regulations 2018
8 April 1991 to 31 October 1994	AS1926.1-1986 Amendment 1
1 November 1994 to 31 July 1997	AS1926.1-1993
1 August 1997 to 30 June 2000	1. The Deemed-to-Satisfy requirement of the BCA Volume One or Two, including AS1926.1-1993; or 2. An Alternative Solution, applied at the time of approval or date of construction, BCA Volume One or Two as issued, published or remade from time to time; or 3. A combination of 1 and 2.
1 July 2000 to 30 April 2010	1. The Deemed-to-Satisfy requirement of the BCA Volume One or Two including AS1926.1-1993 Amendment 1; or 2. An Alternative Solution, applied at the time of approval or date of construction, BCA Volume One or Two as issued, published or remade from time to time; or 3. A combination of 1 and 2.
1 May 2010 to 30 April 2013	1. The Deemed-to-Satisfy requirement of the BCA Volume One or Two including AS1926.1-2007 Amendment 1; or 2. An Alternative Solution, applied at the time of approval or date of construction, BCA Volume One or Two as issued, published or remade from time to time; or 3. A combination of 1 and 2.
After 1 May 2013	1. AS1926.1-2012; or 2. An Alternative or Performance Solution applied at the time of approval or date of construction, BCA Volume One or Two as issued, published or remade from time to time; or 3. A combination of 1 and 2.

LUXCORP
BUILDING SURVEYORS

FORM 23

Regulation 147Y (4),147ZB (2)
Building Act 1993
Building Regulations 2018

CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Issued to: **Prateek Verma & Shuchi Sabharwal**
Name of owner of the land (the ***property***) on which the swimming pool or spa is located.

Postal address: **16 Hartley Crescent, Greenvale Vic 3059 Australia**
Telephone number: **0430 783 762**
Email address: prateekverma@icloud.com

Property details:

Number **16**	Street **Hartley Crescent**	Suburb **Greenvale**	Postcode **3059**
Lot/s **39**	LP **202867W**	Volume **09701**	Folio **214**
Crown allotment	Section	Parish	County

Municipal District: **Hume City Council**

Type of swimming pool or spa:

Permanent Swimming Pool	☑
Permanent Spa	☐
Relocatable Swimming Pool	☐
Relocatable Spa	☐

Date of construction of the swimming pool: **New safety barrier**

Applicable barrier standard: **AS 1926.1-2012**

8. Date(s) of inspection(s) of the swimming pool:
   17th September 2021.
   06th October 2021.

LUXCORP
BUILDING SURVEYORS

Certification of Compliance

Following inspection of the swimming pool barrier on the date(s) referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard.



I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Inspector Details

Name of registered building practitioner: **Norman Fadel**

ACN:

Address: **Inspect-A-House**

Email: norman@inspectahouse.com.au

Building practitioner registration: **IN-L 20658**

Municipal District: **Hume City Council**

FORM 2

Regulation 37(1)

Building Act 1993

Building Regulations 2018

BUILDING PERMIT

Issued To

Name:	SHUCHI SABHARWAL & PRATEEK VERMA
Address:	16 HARTLEY CRESCENT GREENVALE VIC 3059
ACN:	N/A
Email:	prateekverma@icloud.com
Phone:	0430783762
Contact:	PRATEEK VERMA
Address for serving or giving of documents:	Email: prateekverma@icloud.com Postal Address: 16 HARTLEY CRESCENT GREENVALE VIC 3059

Ownership Details

Name:	SHUCHI SABHARWAL & PRATEEK VERMA
Address:	16 HARTLEY CRESCENT GREENVALE VIC 3059
ACN:	N/A
Email:	prateekverma@icloud.com
Phone:	0430783762
Contact:	PRATEEK VERMA
Address for serving or giving of documents:	Email: prateekverma@icloud.com Postal Address: 16 HARTLEY CRESCENT GREENVALE VIC 3059

Property details

Address:	16 HARTLEY CRESCENT GREENVALE VIC 3059
Title Details:	Lot 39 on Plan of Subdivision 202867W VOLUME 09701 FOLIO 214
Municipal District:	Hume

Builder Details

Name:	Dolphin Constructions Pty Ltd
Address:	Email: dolphinconstruct@gmail.com Postal Address: 1B 11 Bryants Road Dandenong 3175

ACN:	546440366822
Registration Number:	CDB-U 52926
Phone:	0405177326
Contact:	Gurmeet Kumar

This builder is specified under section 24B[4] of the Building Act 1993 for the building work to be carried out under this permit.

Building Practitioner or Architect Engaged to Prepare Documents

Name	Category/Class	Registration No.
Gurmeet Suri	Draftsperson	DP AD 40275
Soni, Jigneshkumar Surendrakumar	Engineer - Civil	PE000881

Nature of Building Work

Construction of a storage area

Storeys contained:	N/A	Effective height:	N/A
Rise in storeys:	N/A	Type of construction:	N/A
Version of BCA applicable to Permit:	NCC 2019 Volume 2		
Stage of building work permitted:	1		
Total floor area of new building work in m2:	48		
Cost of building work:	15900		

Building Classification

Nature of Work Part of	Part of Building	BCA Classification
Domestic	Storage area	1a

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.2.3	Expert judgement to confirm ARDEX Chemical membrane assists to satisfy the relevant damp-proof requirements.

Exemption from, or consent to partial compliance with, certain requirements

The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted or given under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018 in relation to the building work to which this permit applies:

Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018	Nature and scope of exemption
	Regulation 233(3)/ BCA performance requirement which the building work is exempt from or may partially comply with is P2.2.3

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The Mandatory Notification Stages Are

1. Before Placing a Footing
2. Before Pouring an In situ Reinforced Concrete Member
3. The Completion of Framework
4. Final, on the Completion of All Building Work

Occupation or Use of Building

An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the part of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by **8/02/2023**.

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by **8/02/2024**.

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Conditions

This permit is subject to the following conditions:

No	Condition
1.	The applicant and builder fully understand a building and plumbing or drainage installation must be constructed using materials, products, plumbing products, forms of design and construction fit for their intended purpose to achieve the relevant requirements of the NCC. All material, product, plumbing product, form of construction must be supported by evidence of suitability in accordance with part A5.1, A5.2 or A5.3 as appropriate and constructed or installed in an appropriate manner.
2.	Under s.46 of the Building Act 1993, an occupancy permit is not evidence that the building or part of a building to which it applies complies with this Act or the building regulations. A builder named in a building permit must ensure that the building work to which the building permit applies is carried out in accordance with this Act, the building regulations and the building permit and must have evidence of suitability for design and CONSTRUCTION.
3.	The proposed building work must comply with the plans and details approved by the relevant building surveyor specified within the page 1 to 333 and stamped by RBS on 08/02/2022. If any error or ambiguity about the design and compliance with the NCC and the building legislations find during the construction, it is the builder responsibility to inform the relevant building surveyor, provide updated plans and evidence of suitability and apply for a revised building permit.
4.	Truss design criteria, computations and layout details must be provided prior installation of framing.
5.	A Building Order to Stop Building Work and/or a Building Notice will be issued onto the owner or agent if the building surveyor is of the opinion that any one of the following circumstances exists— (1) Building work has been carried out on the building, land or place in contravention of this building permit or the Act or the building regulations;

(2) The use of the building or place contravenes this Act or the building regulations;
(3) The building or place is unfit for occupation or for use as a place of public entertainment;
(4) The building, land or place or building work on the building, land or place is a danger to the life, safety or health of any member of the public or of any person using the building, land or place or to any property.
The fees associated with the serving each of these documents are $1200+GST. Failure to comply with a building order by a private building surveyor will result in the matter being referred to the Victorian Building Authority.

6. Any approval of amended documentation, drawings and/or building permit will incur an assessment fee of $700 + GST.
7. Prior to final inspection, the applicant must provide Documentation of Construction as identified on Section 1, Part A5 of the NCC 2019. The documentation includes but not limited to:
A certificate or report from a professional engineer or other appropriately qualified person that—
certifies that a material, product, form of construction fulfils specific requirements of the BCA; and
sets out the basis on which it is given and the extent to which relevant standards, specifications, rules, codes of practice or other publications have been relied upon to demonstrate it fulfils specific requirements of the BCA.
To demonstrate compliance with the structural requirements of the NCC, this condition can be satisfied by a certificate under s.238(1)(b) of the Building Act 1993 by the relevant structural engineer.
8. Cladding systems to be installed in accordance with manufacturers specification details and relevant BRAC accreditation/Codemark approval. A certificate of installation is to be provided at the final inspection.
9. The person that is named as the builder in a building permit issued for building work must ensure the relevant building surveyor is notified without delay of the completion of each mandatory notification stage of that work.
10. The relevant building surveyor (RBS) will cause the work to be inspected on behalf of him by a registered practitioner such as structural engineering practitioner or registered building inspector whose information is provided to the RBS. The owner must engage the engineer, provide contact details to the RBS and pay all relevant fees associated with the inspections.
11. Within 3 days of completion of each inspection, the practitioner must provide a record of inspection to the RBS, including directions to fix building work. The practitioner must provide the RBS with a record of the inspection containing:
(a) the date and time of the inspection;
(b) the purpose of the inspection;
(c) the building permit number of the permit relating to the building work;
(d) the address of the building or land on which the building work is being carried out;

(e) the name and registration number of the registered building practitioner who carried out the inspection;
(f) the stage of the building work inspected (if applicable);
(g) the outcome of the inspection

12. No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the RBS.
13. An owner of a building or land for which a building permit has been issued must notify the Relevant Building Surveyor (RBS) with 14 days of any change of name or address of the owner or builder in accordance with the Regulations.
14. The builder should not allow building work to be covered over until the work has been inspected and approved. If building work continues and the work cannot be properly inspected, the RBS may cause any building work to be demolished, opened or cut into or tested where reasonably required to facilitate the carrying out of an inspection in section 36.
15. The person who is in charge of the carrying out of building work must ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant Building Permit and the date of issue is displayed in accordance with the Regulations.
16. No boundary fences are permitted to be removed under this permit. Boundary fences are not covered under the Building Act 1993.
17. It is the responsibility of the owner (or his or her agent) to check the location of boundaries and obtain a Re-establishment survey and to seek legal advice before construction commences if there are any boundary discrepancies. The relevant building surveyor does not take any responsibility for any boundary discrepancies or building encroachments.
18. Building work must not encroach over an allotment boundary.
19. All water must be removed from excavations before the laying of footings.
20. All plumbing work is to be carried out by a licensed plumber, and a plumbing compliance certificate must be provided to the relevant building surveyor for all plumbing works undertaken upon completion of the building work.
21. All electrical work (prescribed and non-prescribed) is to be carried out be a licensed electrician, and an Electrical Safety Certificate must be provided to the relevant building surveyor for all electrical works undertaken upon completion of the building work.
22. If the building permit states that an occupancy permit is required, than an Application for Occupancy Permit (Form 5) must be completed and provided to the relevant building surveyor upon completion of building works. Additional fee will be applicable for this service.
23. As allowed under the Interpretation of Legislation Act 1984, this building permit will be revoked if any misrepresentations, misleading, fraudulent advice or documentation was provided, prior or after the issuing of this building permit.
24. If any provision of any document or drawing considered under this permit is found to be inconsistent with the Building Act 1993, the requirements of the Building Act 1993 take precedence.

25. Each of the above conditions/items are separate and distinct conditions, and if any condition or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining conditions will not be affected and each remaining condition will be valid and enforceable to the fullest extent permitted by law.
26. It may be necessary that mandatory notification stages are reached more than once and therefore the RBS may need to be called more than once for each stage.
27. A set of the approved plans, specifications and documents under this building permit must be available for inspection on site at all times.
28. An applicant for a building permit must provide a copy of the permit and one set of any approved plans, specifications and documents relating to the permit to the person who is in charge, or is to be in charge, of carrying out the building work, unless that person is the applicant.
29. The proposed building work must comply with requirements of the Building Act 1993, building regulations 2018 and the National Construction Code 2019.
30. Any person installing piles must keep a record of all pile-driving operations undertaken during the construction. These records must be forwarded to the relevant building surveyor within 28 days of completion of the pile-driving operations.
31. Compliance with covenants is the owner's onus. All necessary steps must be taken by the owner/s to satisfy the covenant.
32. Where there is a legal limit that causes restrictions to work, the applicant must inform the RBS so the relevant requirements can be considered.

Relevant Building Surveyor

Name:	Joseph Yousefi
ABN:	22614879882
Building practitioner registration no.:	BS-U 61233
Address:	PO BOX 6509 POINT COOK VIC 3030
Email:	compliance@victorianbuildingsurveyors.com.au
Permit no.:	1465664334519
Date of issue of permit:	8/02/2022

Signature:



FORM 2

Regulation 37(1)

Building Act 1993

Building Regulations 2018

BUILDING PERMIT

Issued To

Name:	SHUCHI SABHARWAL & PRATEEK VERMA
Address:	16 HARTLEY CRESCENT GREENVALE VIC 3059
ACN:	N/A
Email:	prateekverma@icloud.com
Phone:	0430783762
Contact:	PRATEEK VERMA
Address for serving or giving of documents:	Email: prateekverma@icloud.com Postal Address: 16 HARTLEY CRESCENT GREENVALE VIC 3059

Ownership Details

Name:	SHUCHI SABHARWAL & PRATEEK VERMA
Address:	16 HARTLEY CRESCENT GREENVALE VIC 3059
ACN:	N/A
Email:	prateekverma@icloud.com
Phone:	0430783762
Contact:	PRATEEK VERMA
Address for serving or giving of documents:	Email: prateekverma@icloud.com Postal Address: 16 HARTLEY CRESCENT GREENVALE VIC 3059

Property details

Address:	16 HARTLEY CRESCENT GREENVALE VIC 3059
Title Details:	Lot 39 on Plan of Subdivision 202867W VOLUME 09701 FOLIO 214
Municipal District:	Hume

Builder Details

Name:	Dolphin Constructions Pty Ltd
Address:	Email: dolphinconstruct@gmail.com Postal Address: 1B 11 Bryants Road Dandenong 3175

ACN:	546440366822
Registration Number:	CDB-U 52926
Phone:	0405177326
Contact:	Gurmeet Kumar

This builder is specified under section 24B[4] of the Building Act 1993 for the building work to be carried out under this permit.

Building Practitioner or Architect Engaged to Prepare Documents

Name	Category/Class	Registration No.
Gurmeet Suri	Draftsperson	DP AD 40275
Soni, Jigneshkumar Surendrakumar	Engineer - Civil	PE000881

Nature of Building Work

Change skylight

Storeys contained:	N/A	Effective height:	N/A
Rise in storeys:	N/A	Type of construction:	N/A
Version of BCA applicable to Permit:	NCC 2019 Volume 2		
Stage of building work permitted:	1		
Total floor area of new building work in m2:	N/A		
Cost of building work:	$5000		

Building Classification

Nature of Work Part of	Part of Building	BCA Classification
Domestic	skylight	1a

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The Mandatory Notification Stages Are

1. The Completion of Framework
2. Final, on the Completion of All Building Work

Occupation or Use of Building

A Certificate of final inspection is required prior to the occupation or use of this building.

~~If an occupancy permit is required, the permit is required for the part of the building in relation to which the building work is carried out.~~

Commencement and Completion

This building work must commence by **30/06/2024**.

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by **30/06/2025**.

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Conditions

This permit is subject to the following conditions:

No	Condition
1.	The applicant and builder fully understand a building and plumbing or drainage installation must be constructed using materials, products, plumbing products, forms of design and construction fit for their intended purpose to achieve the relevant requirements of the NCC. All material, product, plumbing product, form of construction must be supported by evidence of suitability in accordance with part A5.1, A5.2 or A5.3 as appropriate and constructed or installed in an appropriate manner.
2.	Under s.46 of the Building Act 1993, an occupancy permit is not evidence that the building or part of a building to which it applies complies with this Act or the building regulations. A builder named in a building permit must ensure that the building work to which the building permit applies is carried out in accordance with this Act, the building regulations and the building permit and must have evidence of suitability for design and CONSTRUCTION.

A: PO BOX 6509 POINT COOK VIC 3030
E:compliance@victorianbuildingsurveyors.com.au
M: 0405 956 655
ABN 22 614 879 882

3. The proposed building work must comply with the plans and details approved by the relevant building surveyor specified within the page 1 to 65 and stamped by RBS on 12/10/2022.
   If any error or ambiguity about the design and compliance with the NCC and the building legislations find during the construction, it is the builder responsibility to inform the relevant building surveyor, provide updated plans and evidence of suitability and apply for a revised building permit.
4. Truss design criteria, computations and layout details must be provided prior to installation of framing.
5. A Building Order to Stop Building Work and/or a Building Notice will be issued onto the owner or agent if the building surveyor is of the opinion that any one of the following circumstances exists—
   (1) Building work has been carried out on the building, land or place in contravention of this building permit or the Act or the building regulations;
   (2) The use of the building or place contravenes this Act or the building regulations;
   (3) The building or place is unfit for occupation or for use as a place of public entertainment;
   (4) The building, land or place or building work on the building, land or place is a danger to the life, safety or health of any member of the public or of any person using the building, land or place or to any property.
   The fees associated with the serving each of these documents are $1200+GST. Failure to comply with a building order by a private building surveyor will result in the matter being referred to the Victorian Building Authority.
6. Any approval of amended documentation, drawings and/or building permit will incur an assessment fee of $700 + GST.
7. The person that is named as the builder in a building permit issued for building work must ensure the relevant building surveyor is notified without delay of the completion of each mandatory notification stage of that work.
8. The relevant building surveyor (RBS) will cause the work to be inspected on behalf of him by a registered practitioner such as structural engineering practitioner or registered building inspector whose information is provided to the RBS. The owner must engage the engineer, provide contact details to the RBS and pay all relevant fees associated with the inspections.
9. No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the RBS.
10. An owner of a building or land for which a building permit has been issued must notify the Relevant Building Surveyor (RBS) with 14 days of any change of name or address of the owner or builder in accordance with the Regulations.
11. The builder should not allow building work to be covered over until the work has been inspected and approved. If building work continues and the work cannot be properly inspected, the RBS may cause any building work to be demolished, opened or cut into or tested where reasonably required to facilitate the carrying out of an inspection in section 36.

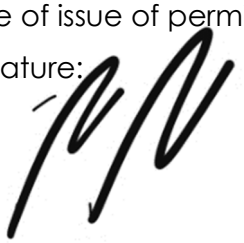
12. The person who is in charge of the carrying out of building work must ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant Building Permit and the date of issue is displayed in accordance with the Regulations.
13. All plumbing work is to be carried out by a licensed plumber, and a plumbing compliance certificate must be provided to the relevant building surveyor for all plumbing works undertaken upon completion of the building work.
14. As allowed under the Interpretation of Legislation Act 1984, this building permit will be revoked if any misrepresentations, misleading, fraudulent advice or documentation was provided, prior or after the issuing of this building permit.
15. If any provision of any document or drawing considered under this permit is found to be inconsistent with the Building Act 1993, the requirements of the Building Act 1993 take precedence.
16. Each of the above conditions/items are separate and distinct conditions, and if any condition or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining conditions will not be affected and each remaining condition will be valid and enforceable to the fullest extent permitted by law.
17. It may be necessary that mandatory notification stages are reached more than once and therefore the RBS may need to be called more than once for each stage.
18. A set of the approved plans, specifications and documents under this building permit must be available for inspection on site at all times.
19. An applicant for a building permit must provide a copy of the permit and one set of any approved plans, specifications and documents relating to the permit to the person who is in charge, or is to be in charge, of carrying out the building work, unless that person is the applicant.
20. The proposed building work must comply with requirements of the Building Act 1993, building regulations 2018 and the National Construction Code 2019.
21. Any person installing piles must keep a record of all pile-driving operations undertaken during the construction. These records must be forwarded to the relevant building surveyor within 28 days of completion of the pile-driving operations.
22. Compliance with covenants is the owner's onus. All necessary steps must be taken by the owner/s to satisfy the covenant.
23. Where there is a legal limit that causes restrictions to work, the applicant must inform the RBS so the relevant requirements can be considered.

Relevant Building Surveyor

Name:	Joseph Yousefi
ABN:	22614879882

Building practitioner registration no.:	BS-U 61233
Address:	PO BOX 6509 POINT COOK VIC 3030
Email:	compliance@victorianbuildingsurveyors.com.au
Permit no.:	5705031877700
Date of issue of permit:	30/06/2023

Signature:



A: PO BOX 6509 POINT COOK VIC 3030
E:compliance@victorianbuildingsurveyors.com.au
M: 0405 956 655
ABN 22 614 879 882

FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

This occupancy permit must be displayed in the following approved location:

A place that makes the document accessible to the owner

Property details

Address:	16 HARTLEY CRESCENT GREENVALE VIC 3059
Title Details:	Lot 39 on Plan of Subdivision 202867W VOLUME 09701 FOLIO 214
Municipal District:	Hume

Building permit details

Building permit number:	1465664334519
Version of BCA applicable to building permit:	NCC 2019 Volume 2

Building details

Building to which permit applies	Construction of a storage area	Maximum number of people to be accommodated	N/A
Permitted use	Residential storage	Rise in storeys (for Class 2-9 buildings)	N/A
BCA Class of building	1A	Effective height	N/A
Maximum permissible floor live load	1.5 kpa	Type of construction	N/A

Exemption from, or consent to partial compliance with, certain building requirements

The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018:

Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial	**Nature and scope of exemption**

compliance with, requirements of the Building Regulations 2018	
	Regulation 233(3)/ BCA performance requirement which the building work is exempt from or may partially comply with is P2.2.3

Conditions to which this permit is subject

Occupation is subject to the following conditions—

(1) Residential storage use

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name:	Joseph Yousefi
ABN:	22614879882
Building practitioner registration no.:	BS-U 61233
Address:	PO BOX 6509 POINT COOK VIC 3030
Email:	compliance@victorianbuildingsurveyors.com.au
Occupancy Permit no.	BS-U 18530/20180151
Date of issue:	14 October 2022
Date of final inspection:	25/05/22

Signature:



Regulation 173

Building Act 1993

Building Regulations 2018

RECORD OF INSPECTION OF BUILDING WORK

DATE OF INSPECTION	TIME OF INSPECTION	STAGE	INSPECTOR	RESULT
25.05.2022	2.30 PM	Final	Silvio Polimene IN-L 39662	Pass
23.05.2022	10.30 AM	Final	Silvio Polimene IN-L 39662	Not approved
4.05.2022		Frame	Mohammad Naeem PE0002653	Pass
6.03.2022		Footing and foundation	Mohammad Naeem PE0002653	Pass
13/10/2022	9.30 AM	Sky Light	Silvio Polimene IN-L 39662	Pass

PLEASE NOTE:
A building and plumbing or drainage installation must be constructed using materials, products, plumbing products, forms of construction fit for their intended purpose to achieve the relevant requirements of the NCC.
All material, product, plumbing product, form of construction must be supported by evidence of suitability in accordance with part A5.1, A5.2 or A5.3 as appropriate and constructed or installed in an appropriate manner.
Under s.46(2) of the *Building Act 1993*, An occupancy permit is not evidence that the building or building work concerned complies with this Act or the building regulations. A builder named in a building permit must ensure that the building work to which the building permit applies is carried out in accordance with the Act, the building regulations and including the National Construction Code and must have evidence of suitability for their record.

A: PO BOX 6509 POINT COOK VIC 3030
E:compliance@victorianbuildingsurveyors.com.au
M: 0405 956 655
ABN 22 614 879 882

CERTIFICATE OF COMPLIANCE FOR BUILDING WORK

Building Act 1993 *Section 238(1)(b)*
Building Regulations 2018 *Regulation 126*

This Certificate is issued to:
The Building Surveyor,
VBS
PO Box 6509
POINT COOK VIC 3030
Email: compliance@victorianbuildingsurveyors.com.au

This Certificate is issued in relation to the building work at:
16 HARTLEY CRESCENT, GREENVALE VIC 3059

Nature of Building Work:
CONSTRUCTION OF A STORAGE AREA

☑ new building ☐ extension ☐ alteration ☐ change of use
☐ demolition ☐ removal ☐ re-erection of a building ☐ swimming pool

Storeys: 2
Rise in Storeys (for Class 2 buildings only): N/A
Effective height: N/A
Type of Construction: N/A
Version of BCA applicable to Certificate: NCC 2019 VOL 2

Building Classification:
Part of Building: Storage area BCA Classification: 1a
Part of Building: BCA Classification:

Prescribed classes of building work for which this certificate is issued:
Domestic building work relating to a:
☑ structural matter ☐ sewerage matter ☐ water matter ☐ drainage matter
☐ mechanical (including hydraulic services with a building) matter ☐ electrical matter
☐ fire safety matter ☐ the erection of a prescribed temporary structure

Building work inspected: FOUNDATION REINFORCEMENT FRAME FINAL ☑ OTHER

Inspection details: SKYLIGHT INSTALLATION INSPECTION

Inspection result: ☑ **APPROVED** ☐ **NOT APPROVED**

Directions as to work/comments:

I inspected the building work referred to above;
I **CERTIFY** that the building works inspected by me comply with the provisions set out above
I believe that I hold the required skills, experience and knowledge to issue this certificate and can demonstrate this if requested to do so.

☐ Engineer ☐ Building Surveyor ☑ Building Inspector
☐ Person who erects or supervises the erection of prescribed temporary structures

Building Inspector - Silvio Polimene
Metro Building Inspections
13 Hayman Avenue, Seaford Vic 3198
Email: silvio.p@metrobuildinginspections.com.au
Building Practitioner category, class and registration number: IN-L 39662

Date and Time: 13/10/2022 AT 9:30am **Signature:**

BUILDING PERMIT NUMBER: 1465664334519

FORM 15

Regulation 186(1)

Building Act 1993

Building Regulations 2018

APPLICATION FOR OCCUPANCY PERMIT

To
Name: Joseph Yousefi
ABN: 22614879882
Building practitioner registration no.: BS-U 61233

From

This application is made by the *owner/*agent of the owner of the property.

Name of applicant **PRATEEK VERMA & SHUCHI SABHARWAL**

Telephone **0430783762**

Email **prateekverma@icloud.com**

Contact person **(Prateek Verma)**

In accordance with *section 42/*section 54 of the **Building Act 1993**, I apply for an occupancy permit for the *building/*place of public entertainment situated at—

Property details

Number **16** **Hartley Crescent** **Greenvale 3059**

Lot 39 on Plan of Subdivision 202867W VOLUME 09701 FOLIO 214

Crown allotment SectionParish County

Municipal district

Nature of Application

- ☐ New building
- ☐ Alteration to an existing building
- ☐ Place of public entertainment
- ☐ Other [*Alterations to an unauthorised storage area*]
- ☐ Amendment to existing occupancy permit
- ☐ Change of use of an existing building

***Building permit details**

Permit no. **1465664334519**

***Building practitioners and architects who were engaged in the building work**

Name **Jignesh Kumar** Category/class **PE** Registration no. **0000881**

Name **Gurmeet S Suri** Category/class **DB U** Registration no. **38604**

Use applied for

DOMESTIC Construction of a storage area NCC 2019 Volume 2

Part of building Proposed use BCA Class of building

To conduct public entertainment ☐

Certificates of compliance

Copies of compliance certificates for plumbing work and electrical work are attached in accordance with regulation 186(2)(b).

Roof Plumbing

Electrical

Nasahi Compliance

Insulation

Ardex WPM300

Print name: Prateek Verma

Date: 19/05/22

***Signature of agent of owner**

VBS
Building Permit Office

DECLARATION

Section 16(4A)

Building Act 1993

Building Regulations 2018

BUILDER DECLARATION

To: The relevant Building Surveyor
Joseph Yousefi

From: The builder identified on the building permit
Name: GURMEET SINGH SURI

I understand it is an offence if the building work has been carried out in contravention of the Building Regulations 2018 (this includes building work carried out in contravention of the Building Code of Australia).

I understand a building and plumbing or drainage installation must be constructed using materials, products, plumbing products, forms of construction and designs fit for their intended purpose to achieve the relevant requirements of the NCC.

As the builder named in a building permit, I ensured that the building work to which the building permit applies is carried out in accordance with the Building Act, the regulation, and the building permit.

Signature of the builder responsible for the work: Gurmeet Singh Suri

Date: 20/05/2022

A: PO BOX 6509 POINT COOK VIC 3030
E:compliance@victorianbuildingsurveyors.com.au
M: 0405 956 655
ABN 22 614 879 882

CERTIFICATE OF COMPLIANCE FOR BUILDING WORK

Building Act 1993 *Section 238(1)(b)*
Building Regulations 2018 *Regulation 126*

This Certificate is issued to:
The Building Surveyor,
VBS
PO Box 6509
POINT COOK VIC 3030
Email: compliance@victorianbuildingsurveyors.com.au

This Certificate is issued in relation to the building work at:
16 HARTLEY CRESCENT, GREENVALE VIC 3059

Nature of Building Work:
CONSTRUCTION OF A STORAGE AREA

☑ new building ☐ extension ☐ alteration ☐ change of use
☐ demolition ☐ removal ☐ re-erection of a building ☐ swimming pool

Storeys:	2
Rise in Storeys (for Class 2 buildings only):	N/A
Effective height:	N/A
Type of Construction:	N/A
Version of BCA applicable to Certificate:	NCC 2019 VOL 2

Building Classification:

Part of Building:	Storage area	BCA Classification:	1a
Part of Building:		BCA Classification:	

Prescribed classes of building work for which this certificate is issued:
Domestic building work relating to a:
☑ structural matter ☐ sewerage matter ☐ water matter ☐ drainage matter
☐ mechanical (including hydraulic services with a building) matter ☐ electrical matter
☐ fire safety matter ☐ the erection of a prescribed temporary structure

Building work inspected: FOUNDATION REINFORCEMENT FRAME ☑ FINAL OTHER

Inspection details: RE - FINAL

Inspection result: ☑ **APPROVED** ☐ **NOT APPROVED**

Directions as to work/comments:

I inspected the building work referred to above;
I **CERTIFY** that the building works inspected by me comply with the provisions set out above
I believe that I hold the required skills, experience and knowledge to issue this certificate and can demonstrate this if requested to do so.

☐ Engineer ☐ Building Surveyor ☑ Building Inspector
☐ Person who erects or supervises the erection of prescribed temporary structures

Building Inspector - Silvio Polimene
Metro Building Inspections
13 Hayman Avenue, Seaford Vic 3198
Email: silvio.p@metrobuildinginspections.com.au
Building Practitioner category, class and registration number: IN-L 39662

Date and Time: 25/05/2022 AT 2.30 pm **Signature:**

BUILDING PERMIT NUMBER: 1465664334519

CERTIFICATE OF COMPLIANCE FOR BUILDING WORK

Building Act 1993 *Section 238(1)(b)*
Building Regulations 2018 *Regulation 126*

This Certificate is issued to:
The Building Surveyor,
VBS
PO Box 6509
POINT COOK VIC 3030
Email: compliance@victorianbuildingsurveyors.com.au

This Certificate is issued in relation to the building work at:
16 HARTLEY CRESCENT, GREENVALE VIC 3059

Nature of Building Work:
CONSTRUCTION OF A STORAGE AREA

☑ new building ☐ extension ☐ alteration ☐ change of use
☐ demolition ☐ removal ☐ re-erection of a building ☐ swimming pool

Storeys:	2
Rise in Storeys (for Class 2 buildings only):	N/A
Effective height:	N/A
Type of Construction:	N/A
Version of BCA applicable to Certificate:	NCC 2019 VOL 2

Building Classification:

Part of Building:	Storage area	BCA Classification:	1a
Part of Building:		BCA Classification:	

Prescribed classes of building work for which this certificate is issued:
Domestic building work relating to a:
☑ structural matter ☐ sewerage matter ☐ water matter ☐ drainage matter
☐ mechanical (including hydraulic services with a building) matter ☐ electrical matter
☐ fire safety matter ☐ the erection of a prescribed temporary structure

Building work inspected: FOUNDATION REINFORCEMENT FRAME ☑ FINAL OTHER

Inspection details: FINAL

Inspection result: ☐ **APPROVED** ☒ **NOT APPROVED**

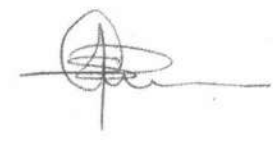
Directions as to work/comments:
1. Complete ceeling lining — seal off insulating material
2. Seal rear door head.

I inspected the building work referred to above;
I **CERTIFY** that the building works inspected by me comply with the provisions set out above
I believe that I hold the required skills, experience and knowledge to issue this certificate and can demonstrate this if requested to do so.

☐ Engineer ☐ Building Surveyor ☑ Building Inspector
☐ Person who erects or supervises the erection of prescribed temporary structures

Building Inspector - Silvio Polimene
Metro Building Inspections
13 Hayman Avenue, Seaford Vic 3198
Email: silvio.p@metrobuildinginspections.com.au
Building Practitioner category, class and registration number: IN-L 39662

Date and Time: 23/05/2022 AT 10 30 am **Signature:**



BUILDING PERMIT NUMBER: 1465664334519

Building Act 1993
Section 238(1)(b)
Building Regulations 2018
Regulation 126

CERTIFICATE OF COMPLIANCE FOR BUILDING WORK

This certificate is issued to **: Joseph Yousefi (Victorian building surveyors)**

Relevant building Surveyor

Postal address : **PO Box 6509 Point Cook VIC**

Postcode : **30**30

Email : compliance@victorianbuildingsurveyors.com.au

This certificate is issued in relation to the proposed building work at:

Address of building **16 Hartley Crescent Greenvale VIC**

Postcode **3059**

Nature of proposed building work

Construction of **Storage area**

Storeys contained **Single Storey**

Version of BCA applicable to certificate **2019 Amendment 1, Vol 2**

Building classification

Part of building **Storage area** BCA Classification **10b**

Prescribed class of building work for which this certificate is issued:

Design or part of the design of building work relating to **Structural matter**

Building work inspected:

Frame inspection as per engineering drawings

Date of inspection 26/04/2022

The design certified by this certificate complies with the following provisions of Building Act 1993, Building Regulations 2018 or National Construction Code

Act, Regulation or NCC	Section, Regulation, Part, Performance Requirement or other provision
National Construction Code	Building Code of Australia 2019, Volume 2 Part 2.1, 3.1.1, 3.2 to 3.4, 3.11
Building Regulation 2018	Regulation 126
Australian Standards	AS/NZS:1170.0:2002, AS/NZS:1170.1:2002, AS/NZS:1170.2:2011, AS:2870:2011 AS:3600:2009, AS:3700:2011, AS:4100:1998, AS:4773:2015, AS:4055:2012 AS/NZS:2269.0:2012 & all relevant inclusive of BCA Vol 2 Part 1.4
Building Act 1993	Section 238 (1) (a)

I inspected the building work as above..

I certify that building works inspected set out in the documents listed above complies with the provisions set out above.

I believe that I hold the required skills, experience and knowledge to issue this certificate and can demonstrate this if requested to do so.

Engineer

Name: **Mohammad Naeem**

Address: **L1, 445-449 South Road Bentleigh 3204**

Email: **info@n2kconsulting.com.au**

Building practitioner registration category and class: **Civil Engineer**

Building practitioner registration no.: **PE 0002653**

Date of issue of certificate: **04/05/2022**

Signature:



Building Act 1993
Section 238(1)(b)
Building Regulations 2018
Regulation 126

CERTIFICATE OF COMPLIANCE FOR BUILDING WORK

This certificate is issued to **: Joseph Yousefi (Victorian building surveyors)**

Relevant building Surveyor

Postal address : **PO Box 6509 Point Cook VIC**

Postcode : **30**30

Email : compliance@victorianbuildingsurveyors.com.au

This certificate is issued in relation to the proposed building work at:

Address of building **16 Hartley Crescent Greenvale VIC**

Postcode **30**59

Nature of proposed building work

Construction of **Storage area**

Storeys contained **Single Storey**

Version of BCA applicable to certificate **2019 Amendment 1, Vol 2**

Building classification

Part of building **Storage area** BCA Classification **10b**

Prescribed class of building work for which this certificate is issued:

Design or part of the design of building work relating to **Structural matter**

Building work inspected:

Pad footings depth & size with founding material over screw piles & reinforcement

Date of inspection 06/03/2022

The design certified by this certificate complies with the following provisions of Building Act 1993, Building Regulations 2018 or National Construction Code

Act, Regulation or NCC	Section, Regulation, Part, Performance Requirement or other provision
National Construction Code	Building Code of Australia 2019, Volume 2 Part 2.1, 3.1.1, 3.2 to 3.4, 3.11
Building Regulation 2018	Regulation 126
Australian Standards	AS/NZS:1170.0:2002, AS/NZS:1170.1:2002, AS/NZS:1170.2:2011, AS:2870:2011 AS:3600:2009, AS:3700:2011, AS:4100:1998, AS:4773:2015, AS:4055:2012 AS/NZS:2269.0:2012 & all relevant inclusive of BCA Vol 2 Part 1.4
Building Act 1993	Section 238 (1) (a)

I inspected the building work as above..

I certify that building works inspected set out in the documents listed above complies with the provisions set out above.

I believe that I hold the required skills, experience and knowledge to issue this certificate and can demonstrate this if requested to do so.

Engineer

Name: **Mohammad Naeem**

Address: **L1, 445-449 South Road Bentleigh 3204**

Email: **info@n2kconsulting.com.au**

Building practitioner registration category and class: **Civil Engineer**

Building practitioner registration no.: **PE 0002653**

Date of issue of certificate: **06/03/2022**

Signature:



From: **Jignesh I Soniez Eng Consultant** jignesh@soniezgroup.com.au
Subject: RE: Roof Trusses- Compliance 16 Hartley Crescent , Greenvale
Date: 25 May 2022 at 11:20 am
To: Prateek Verma prateekverma@icloud.com
Cc: dolphinconstruct@gmail.com

Hi Prateek,

As per our drawing minimum size of rafter required is 200X45 MGP 10 at 600 CTS.

From your email and photos , it appears that existing rafters are 290X42 LVL 15 at 540 to 550 CTS. This is adequate and we have no issue with 290LVL being rafter. It is higher grade and size then what we nominated so it is satisfactory.

Please pass this to building surveyor and it should do.

Please feel free to contact us should you have any queries.

Jignesh Soni
BE Civil, M.Tech Civil, MIEAust, PE
M: 0404 768 146
Civil / Structural Engineer
Soniez Consulting Engineers Pty Ltd
77 Mackie Rd, Mulgrave, Vic 3170
Architectural | Structural | Civil | Energy report | Soil report | 3D rendering

Certificate of Electrical Safety

Non-Prescribed Electrical Installation Work

Electricity Safety Act 1998, Electricity Safety (General) Regulations 2019

energysafe VICTORIA

N5 0160 3720 4

CERTIFICATE OF COMPLIANCE

Responsible Person

REC registration no.	REC-32403	**Telephone no.**	0400395084
Name	MVM ELECTRICAL		
Address	14 HARTLEY CR GREENVALE VIC 3059		

Licensed Electrical Worker

Licence no.	A65578
Name	Matthew Murdolo

Details of Electrical Installation

Address	16 HARTLEY CR GREENVALE VIC 3059
NMI	--

Description of Work Undertaken

Inspection of existing/ altered installation wiring involved in extension area including:
25 Downlights
2 Ceiling Fans
4 GPO's
2 Switches (4 Gang & 2 Gang)
1 External sensor light

I, **Matthew Murdolo**, who carried out the electrical installation work described above, certify that the electrical work has passed all the required tests and complies in all respects with the Electricity Safety Act 1998 and the Electricity Safety (General) Regulations.

Date of Completion	**Date of Certification**
18 May 2022	18 May 2022

Please note: The electrical installation work described above may be subject to audit by representatives of Energy Safe Victoria. Please visit www.esv.vic.gov.au for further information.

Energy Safe Victoria
Level 5, 4 Riverside Quay
Southbank VIC 3006

P 03 9203 9700
E info@energysafe.vic.gov.au

www.esv.vic.gov.au

VICTORIA State Government

Dolphin Constructions Pty Ltd

A B N 54 640 366 822

COMPLIANCES

TO: JOSEPH YOUSEFI
BS – U 61233

FROM: DOLPHIN KONSTRUCTIONS PTY LTD

COMPANY: VBS BUILDING PERMIT OFFICE

DATE: 19/05/2022

REF: NO. 01 DC

MOB NUMBER: 0405956655

TOTAL NO. OF PAGES INCL. COVER: 01

PROJECT: 16 HARTLEY CRESCENT, GREENVALE – EXTENSION

PERMIT NO 1465664334519

Suite 40
15-23 Langhorne Street,
Dandenong Hub
Dandenong

Telephone
(03) 9791 9526

Facsimile
(03) 86486341

Email
dolphinconstruc@gmail.com
Mobile 0431 847 046

Domestic homes

Commercial Limited

Industrial

Shop fitting

Construction Management

Maintenance

Project Managers

Refurbishment

Fire rated external wall:

Nasahi panel wall system installed in accordance to BCA2019 certificate of Conformity CM40172 Rev1 as complied under the performance solutions and deemed to satisfy provisions

Water Proofing:

Ardex WPM 300 applied to the floor as stated in the performance solutions

Insulation to walls and ceilings

R5.0 in the roof
R2.0 In wall insulation with Foil

Electrical: Safety certificate attached

Signature:

Dolphin Constructions Pty Ltd

Gurmeet Singh Suri

VICTORIAN BUILDING AUTHORITY
BUILDING CONFIDENCE

Compliance Certificate

221ZH BUILDING ACT 1993

Certifier's Name	Duane Milligan	Licence No.	107849	Compliance Cert No.	Compliance Cert PIN
				15788632	1011

INSTALLATION ADDRESS			
Site Address	16 HARTLEY CRES		
Town/Suburb	GREENVALE	Post Code	3059

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	14/07/2021	'As Laid' plans lodged	
Value of plumbing work	$5,000 - $9,999	Water Authority 'Consent to Connect' number	

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	Authorisation number	

SPECIALITY DETAILS			
Modification details	✘	Recreational vehicle's chassis number	
Cooling tower	✘	Performance solution	✘
6 Star Sustainability	✘		

INSTALLATION INFORMATION

Roofing (stormwater)

INSTALLATION DETAILS

Supplied and installed colourbond fascia, quad slotted gutter, .42 kliplock roofing, anticon blanket, apron flashings, barges, 2 x downpipes to garage roof and 3 sqm of laser lite roofing to the alfresco roof.

Note: The eaves gutter overflow measures have been installed using the 'front face of the fielders 115 Quad Gutter' is suitable to provide eaves gutter overflow capacity complying with the overflow requirements detailed in AS/NZS 3500.3:2015 and NCC 2016.

APPLIANCE/PRODUCT INFORMATION

VICTORIAN BUILDING AUTHORITY
BUILDING CONFIDENCE

Compliance Certificate

221ZH BUILDING ACT 1993

DECLARATION **I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.**	
The plumbing work was carried out by me or under my supervision	✔
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision	
The above compliance certificate details are correct and ready to be lodged with the VBA	✔
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document	✔

Compliance Certificate Status	Lodged	**Date Lodged**	18/05/2022

IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the *Building Act 1993*. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

NCR **NORTHERN CONCRETE REPAIRS**
Concrete Waterproofing & Repairs

ABN: 87 391 102 501

10 Wellington Crt. Werribee, Vic 3030
Phone: 0407 349 596
E-mail: norcon51@optusnet.com.au

Date: 12/5/2022

Dolphin Constructions Pty Ltd
16/11 Bryants Road
Dandenong, Vic 3175

Re: 16 Hartley Crescent, Greenvale
Proposed storage area concrete slab

This is to certify that I have applied Ardex WPM 300 Damp. proof sealer/ moisture barrier (two coats) to the above concrete slab in accordance with ARDEX Data sheet WPM 300 dated July 2018.

Completed : 09/05/2022

Phillip McCarthy
……..
Phillip McCarthy

SOLIDITY.

Solidity Pty Ltd
ABN 38 616 537 501
12-14 Green St, Thomastown VIC 3074
(03)8402 0189
info@solidity.com.au

FINAL COMPLETION REPORT

DETAILS:

CLIENT:	Dolphin Constructions Pty Ltd
DATE:	03/03/2022
PROJECT MANAGER:	Atbin Soleiman
JOB NO.:	20213187
PROJECT ADDRESS:	16 Hartley Cres, Greenvale.

SCOPE OF WORKS:

Helical Piling installation was undertaken on 01/03/22 on the site 16 Hartley Cres, Greenvale.

The works were installed under the direction of Gurmeet Singh Suri.

As denoted in the Geotechnical Report provided by the client the site is classified as " Class P " with reference to Australian Standard 2870 - 2011 "Residential Slabs and Footings".

Installation was completed using 6 piles. The piles were installed at variable depths as specified in the table below.

The installation was conducted by using:

- 1.7T CAT Excavator
- Auger drive Digga MM10K
- Differential Pressure Gauge monitoring device

Installation torque was logged at various depths during the istallation. Results of the Helical Pile Installation are recorded in the following table.

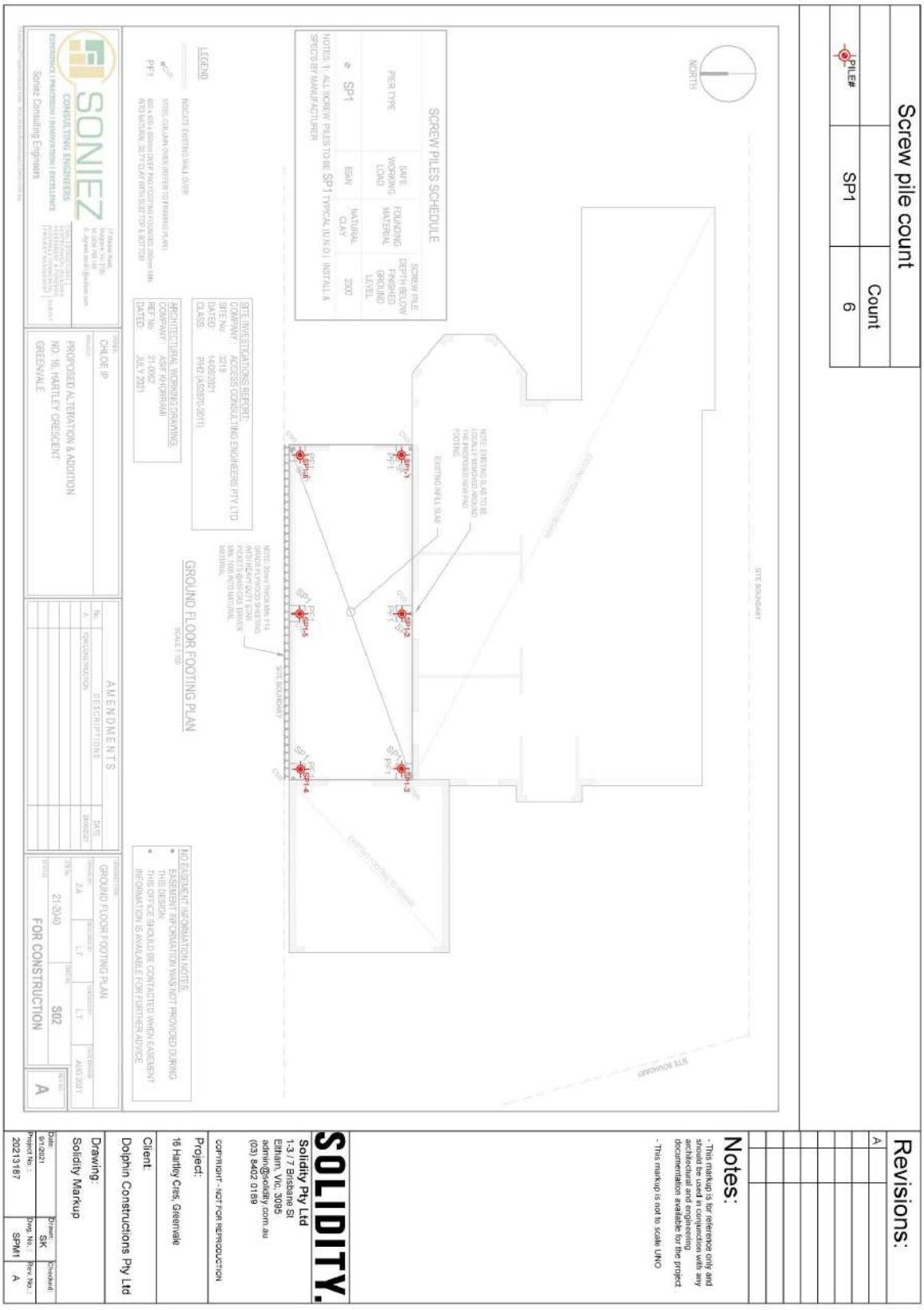
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(03)8402 0189
info@solidity.com.au

PILE #	REQUIRED SWL (KN)	# OF HELICES	SHAFT DIAMETER (mm)	HELIX DIAMETER (mm)	PILE LENGHT (mm)	EXTENSION LLENGTH (mm)	INSTAL DEPTH (mm)	TORQUE (nM)	MAX LOAD (KN)	NOTES
SP1-1	65	1	76.1	350	1000	-	1000	3125	65	Pile successfully installed to designed location. Founded on rock.
SP1-2	65	1	76.1	350	1000	-	1000	5625	65	Pile successfully installed to designed location.
SP1-3	65	1	76.1	350	1000	-	1000	3750	65	Pile successfully installed to designed location. Founded on rock.
SP1-4	65	1	76.1	350	1000	-	1000	3125	65	Pile successfully installed to designed location.
SP1-5	65	1	76.1	350	1000	-	1000	5625	65	Pile successfully installed to designed location.
SP1-6	65	1	76.1	350	1000	1000	1900	9375	65	Pile successfully installed to designed location.

Solidity Pty Ltd
ABN 38 616 537 501
12-14 Green St, Thomastown VIC 3074
(03)8402 0189
info@solidity.com.au

HELICAL PILE LOCATIONS (REFERENCE ONLY)



Solidity Pty Ltd
ABN 38 616 537 501
12-14 Green St, Thomastown VIC 3074
(03)8402 0189
info@solidity.com.au

SUMMARY

All piles as noted above have been installed to achieve the minimum Safe Working Load (SWL) capacities. SWL capacities were as specified in the provided engineering documentation.

The site presented no unexpected obstructions or presence of contaminated fill. According to the expected site conditions all piles were installed as per the location specified in the structural plans with little to no variance. Refer to engineer structural drawings for pile locations.

Pile heights were specified and confirmed on site on the day of installation. Piles were installed or cut off to the requested heights as per the given instruction.

Installation of helical piles to the above listed site was deemed to be successful, pursuant to the above piling records.

The following notes were taken during the installation process:

- No critical obstructions were found during installation.
- All piles were installed to the full SWL capacity.
- Pre-drilling was not required to the piles recorded to facilitate installation.

All piles have been installed according to standard AS2159 - 2009 - Piling - Design and Installation.

Please contact the Solidity Office with any questions on (03) 8402 0189.



Brodie Houghton
(Director)

Solidity Pty Ltd
ABN 38 616 537 501
12-14 Green St, Thomastown VIC 3074
(03)8402 0189
info@solidity.com.au

TERMS AND CONDITIONS

NO.	CLAUSE	DESCRIPTION
1	LIMITATIONS	a) Helical Piling Supply and Installation is conducted subject to recommendations provided by the site geotechnical investigations arranged by the client. It is the client's responsibility to ensure the accuracy of any data provided to Solidity Pty Ltd. b) Helical Piling Supply and Installation is conducted subject to recommendations made within any structural engineering design provided to Solidity Pty Ltd by the client prior to site investigations. It is the client's responsibility to ensure the accuracy of any data provided to Solidity Pty Ltd. c) Data collected is relevant to the site conditions during the day of the installation only. Variances to water table, subsidence, landslip, excavations and other subterranean conditions can result in deviations from expected maximum pile capacities during installation.
2	GUARANTEE	a) Solidity Pty Ltd provides a guarantee that the helical pile manufacture and installation has been carried out in compliance with engineer's specifications. b) SolidityPty Ltd further guarantees a minimum 50 year design life for all helical shaft and plate sections, excluding any unreasonable action applied to the pile members inclusive of overloading, application of lateral load outside of the design specification, subsidence associated with ground cavities / mines, subsidence or corrosion associated with the natural water table or any unforeseen fluctuations in the water table, collapse or reactivity of soil.

SOLIDITY.

Solidity Pty Ltd
ABN 38 616 537 501
12-14 Green St, Thomastown VIC 3074
(03)8402 0189
info@solidity.com.au

MANUFACTURER DECLARATION OF CONFORMITY

Manufacturer:

Solidity Pty Ltd
12-14 Green St, Thomastown, VIC 3074
VIC 3095

Herewith declare that:

Product Description: - 6 X S76 003
- 12 X EXT76001

Product Specification: - 76.1 shaft diameter/ 350 single helix Solidity Pile/ 1m
- 76.1 shaft diameter Solidity Extension/ 1m

As supplied to the site: 16 Hartley Cres, Greenvale.

Are in conformity with provisions of the Solidity Pile Selection Guide - 2017 and we declare compliance with the following standards:

Standards applied:

AS2159 - 2009	Piling - Design and Installation
AS2870 - 2011	Residential Slabs and Footings
AS1179 - 2002	Structural Design Actions
AS4100 - 1998	Steel Structures
AS1554.1 - 2014	Welding of Steel Structures

Issued by: Solidity Pty Ltd

Date: 28/02/22

Location: Thomastown, VIC

Signature:



Brodie Houghton
(Director)

FORM 17

Regulation 200

Building Act 1993

Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property details

Address:	16 HARTLEY CRESCENT GREENVALE VIC 3059
Title Details:	Lot 39 on Plan of Subdivision 202867W VOLUME 09701 FOLIO 214
Municipal District:	Hume

Building permit details

Building permit number	5705031877700
The version of BCA applicable to building permit	NCC 2019 Vol 2

Description of building work

Part of building	Permitted use	BCA Class of building
Change skylight	Residential	1a

Maintenance determination

A maintenance determination ~~is~~ is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Directions to fix building work

All directions to fix building work under Part 4 of the Building Act 1993 have been complied with.

Relevant Building Surveyor

Name:	Joseph Yousefi
ABN:	22614879882
Building practitioner registration no.:	BS-U 61233
Address:	PO BOX 6509 POINT COOK VIC 3030
Email:	compliance@victorianbuildingsurveyors.com.au

VBS
Building Permit Office

Certificate no.: 5705031877700

Date of issue: 28 July 2023

Signature:



A: PO BOX 6509 POINT COOK VIC 3030
PH (03) 9018 5333
E:compliance@victorianbuildingsurveyors.com.au
ABN 22 614 879 882

Regulation 173

Building Act 1993

Building Regulations 2018

RECORD OF INSPECTION OF BUILDING WORK

DATE OF INSPECTION	TIME OF INSPECTION	STAGE	INSPECTOR	RESULT
20/07/2023	AT 9.30AM	Frame	Silvio Polimene IN-L 39662	Pass
27/07/2023	AT 10.00AM	Final	Silvio Polimene IN-L 39662	Pass

The name and registration number of the registered building practitioner who carried out the inspection:

PLEASE NOTE:

A building and plumbing or drainage installation must be constructed using materials, products, plumbing products, forms of construction fit for their intended purpose to achieve the relevant requirements of the NCC.

Under s.38(2) of the *Building Act 1993*, a certificate of final inspection is not evidence that the building or building work concerned complies with this Act or the Building Regulations.

A builder named in a building permit must ensure that the building work to which the building permit applies is carried out in accordance with this Act and the Building Regulations, including the National Construction Code, and must have the evidence of suitability.

A: PO BOX 6509 POINT COOK VIC 3030
PH (03) 9018 5333
E:compliance@victorianbuildingsurveyors.com.au
ABN 22 614 879 882

CERTIFICATE OF COMPLIANCE FOR BUILDING WORK

Building Act 1993 *Section 238(1)(b)*
Building Regulations 2018 *Regulation 126*

This Certificate is issued to:
The Building Surveyor,
VBS
PO Box 6509
POINT COOK VIC 3030
Email: compliance@victorianbuildingsurveyors.com.au

This Certificate is issued in relation to the building work at:
16 HARTLEY CRESCENT, GREENVALE VIC 3059

Nature of Building Work:
CONSTRUCTION OF A STORAGE AREA

☑ new building	☐ extension	☐ alteration	☐ change of use
☐ demolition	☐ removal	☐ re-erection of a building	☐ swimming pool

Storeys:	2
Rise in Storeys (for Class 2 buildings only):	N/A
Effective height:	N/A
Type of Construction:	N/A
Version of BCA applicable to Certificate:	NCC 2019 VOL 2

Building Classification:

Part of Building:	Storage area	BCA Classification:	1a
Part of Building:		BCA Classification:	

Prescribed classes of building work for which this certificate is issued:
Domestic building work relating to a:

☑ structural matter	☐ sewerage matter	☐ water matter	☐ drainage matter
☐ mechanical (including hydraulic services with a building) matter			☐ electrical matter
☐ fire safety matter	☐ the erection of a prescribed temporary structure		

Building work inspected: FOUNDATION REINFORCEMENT FRAME ☑ FINAL OTHER

Inspection details: FINAL

For Record
28/07/2023

Inspection result: ☑ **APPROVED** ☐ **NOT APPROVED**

Directions as to work/comments:

I inspected the building work referred to above;
I CERTIFY that the building works inspected by me comply with the provisions set out above
I believe that I hold the required skills, experience and knowledge to issue this certificate and can demonstrate this if requested to do so.

☐ Engineer ☐ Building Surveyor ☑ Building Inspector
☐ Person who erects or supervises the erection of prescribed temporary structures

Building Inspector - Silvio Polimene
Metro Building Inspections
13 Hayman Avenue, Seaford Vic 3198
Email: silvio.p@metrobuildinginspections.com.au
Building Practitioner category, class and registration number: **IN-L 39662**

Date and Time: 27/07/2023 AT 10.00AM **Signature:**

BUILDING PERMIT NUMBER: 1465664334519

CERTIFICATE OF COMPLIANCE FOR BUILDING WORK

Building Act 1993 *Section 238(1)(b)*
Building Regulations 2018 *Regulation 126*

This Certificate is issued to:
The Building Surveyor,
VBS
PO Box 6509
POINT COOK VIC 3030
Email: compliance@victorianbuildingsurveyors.com.au

This Certificate is issued in relation to the building work at:
16 HARTLEY CRESCENT, GREENVALE VIC 3059

Nature of Building Work:
CONSTRUCTION OF A STORAGE AREA

☑ new building ☐ extension ☐ alteration ☐ change of use
☐ demolition ☐ removal ☐ re-erection of a building ☐ swimming pool

Storeys:	2
Rise in Storeys (for Class 2 buildings only):	N/A
Effective height:	N/A
Type of Construction:	N/A
Version of BCA applicable to Certificate:	NCC 2019 VOL 2

Building Classification:

Part of Building:	Storage area	BCA Classification:	1a
Part of Building:		BCA Classification:	

Prescribed classes of building work for which this certificate is issued:
Domestic building work relating to a:
☑ structural matter ☐ sewerage matter ☐ water matter ☐ drainage matter
☐ mechanical (including hydraulic services with a building) matter ☐ electrical matter
☐ fire safety matter ☐ the erection of a prescribed temporary structure

Building work inspected: FOUNDATION REINFORCEMENT ☑ FRAME FINAL OTHER

Inspection details: FRAMEWORK FOR SKYLIGHT

For Record
28/07/2023

Inspection result: ☑ **APPROVED** ☐ **NOT APPROVED**

Directions as to work/comments:

I inspected the building work referred to above;
I CERTIFY that the building works inspected by me comply with the provisions set out above
I believe that I hold the required skills, experience and knowledge to issue this certificate and can demonstrate this if requested to do so.

☐ Engineer ☐ Building Surveyor ☑ Building Inspector
☐ Person who erects or supervises the erection of prescribed temporary structures

Building Inspector - Silvio Polimene
Metro Building Inspections
13 Hayman Avenue, Seaford Vic 3198
Email: silvio.p@metrobuildinginspections.com.au
Building Practitioner category, class and registration number: IN-L 39662

Date and Time: 20/07/2023 AT 9.30AM **Signature:**

BUILDING PERMIT NUMBER: 1465664334519

VICTORIAN BUILDING AUTHORITY
BUILDING CONFIDENCE

Compliance Certificate

221ZH BUILDING ACT 1993

Certifier's Name	Duane Milligan	Licence No.	107849	Compliance Cert No.	Compliance Cert PIN
				15788632	1011

INSTALLATION ADDRESS			
Site Address	16 HARTLEY CRES		
Town/Suburb	GREENVALE	Post Code	3059

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	14/07/2021	'As Laid' plans lodged	
Value of plumbing work	$5,000 - $9,999	Water Authority 'Consent to Connect' number	

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	Authorisation number	

SPECIALITY DETAILS			
Modification details	✘	Recreational vehicle's chassis number	
Cooling tower	✘	Performance solution	✘
6 Star Sustainability	✘		

For Record
28/07/2023

INSTALLATION INFORMATION

Roofing (stormwater)

INSTALLATION DETAILS

Supplied and installed colourbond fascia, quad slotted gutter, .42 kliplock roofing, anticon blanket, aprons, barges and 2 x downpipes to garage roof.

Note: The eaves gutter overflow measures have been installed using the 'front face of the fielders 115 Quad Gutter' is suitable to provide eaves gutter overflow capacity complying with the overflow requirements detailed in AS/NZS 3500.3:2015 and NCC 2016.

APPLIANCE/PRODUCT INFORMATION

VICTORIAN BUILDING AUTHORITY
BUILDING CONFIDENCE

Compliance Certificate

221ZH BUILDING ACT 1993

DECLARATION	
I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.	
The plumbing work was carried out by me or under my supervision	✔
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision	
The above compliance certificate details are correct and ready to be lodged with the VBA	✔
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document	✔

Compliance Certificate Status	Lodged	**Date Lodged**	14/07/2021

IMPORTANT NOTE TO PRACTITIONERS

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For Record
28/07/2023

Bringing Sky into Your Life.

VELUX® Lightwell Skylights

central skylights®

88 Cheltenham Rd, Dandenong VIC 3175
Tel: 9999 1526 • centralskylights.com.au
ABN 74 641 776 954

Prateek Verma
16 Hartley Crescent
Greenvale Vic 3059

Tel/Mob: 0430783762

Quotation

Quotation #: **42181**
Type: **SUPPLY and INSTALL**
Quotation Date: **25/5/2023**

Type	Qty	Description	Price
		Double Velux Skylights (above/below) • Roof Work Only	
Skylight	**2**	VELUX FCM 2270 FIXED FLAT SKYLIGHT 665*1885MM (GLASS SIZE 572*1792MM)	**$1658.00**
Flashing	**2**	SPECIAL ZINC CUSTOM FLASHING TO SUIT DUAL VELUX SKYLIGHT	**$870.00**
Installation	**2**	INSTALLATION OF VELUX SKYLIGHT, SINGLE STOREY	**$1240.00**
Labour	**2**	EXTRA CHARGE FOR INSTALLATION ON KLIPLOCK/FLAT DECK ROOF, EACH SKYLIGHT	**$240.00**

For Record
28/07/2023
CONFIDENTIAL

Important Note: Supply And Install. Roof Work Only. No Framing Plaster Shaft/s Required. Winter Promotion 15% Off Applied. Valids Till 15/6/2023

**** Exact Locations Of The Skylights Will Be Confirmed At The Date Of Installation ****

Quote Valids Until: 8/6/2023

Please make deposit/final payment to:
Account Name: **Central Skylights**
BSB: **083004.** Acct No: **983667630**

Please quote **42181** on your transaction reference.

Subtotal Jobs Cost:	**$4008.00**
Special Discount:	**$600.00**
TOTAL:	**$3408.00**
GST:	$309.82
50% Deposit:	
BALANCE:	**$3408.00**
Final Payment on completion:	
BALANCE:	**$3408.00**

Install Date: To Be Advised

Google Verified Customer Reviews

WARRANTY FROM CENTRAL SKYLIGHTS

- **Skylights: 10 years from Velux**
- **Electrical Components: 3 Years from Velux**
- **Workmanship: 3 Years from Central Skylights**

1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

Postal Address:
PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Facsimile: 03 9309 0109
www.hume.vic.gov.au

Our reference: BCS005581
Your contact: Warren Brooker
Tel. 03 9205 2200

SHUCHI SABHARWAL
Mr PRATEEK VERMA
16 HARTLEY CRES
GREENVALE VIC 3059

By Email: prateekverma@icloud.com

RE: BUILDING NOTICE UNDER SECTION 106 OF THE BUILDING ACT 1993
Lot 39 LP 202867 Vol 9701 Fol 214
16 HARTLEY CRES GREENVALE VIC 3059

WHEREAS:

1.1 I am the Municipal Building Surveyor of Hume City Council and I am authorised to issue a Building Notice.

1.2 I have considered representations made by the owner under section 109 of division 2 of part 8 the Building Act 1993.

1.3 Under section 110 of the Act, I consider it appropriate to cancel the Building Notice issued on **04 June 2021**

DATED THIS 10 DAY OF AUGUST 2023

PETER WILLIAM JOLLY
MUNICIPAL BUILDING SURVEYOR
HUME CITY COUNCIL

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:
From: Shuchi Sabharwal and Prateek Verma,

Property Address: 16 Hartley Crescent, Greenvale VIC 3059
Lot: 39 Plan of subdivision: 202867W

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 16/08/2023

Signed for an on behalf of the Vendor: *Paramount Conveyancing*